SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (hereinafter referred to as "Sublease") made this 17th day of July 2006, by and between KOCH BUSINESS HOLDINGS, LLC (hereinafter referred to as "Sublessor"), a Delaware limited liability company, having its principal place of business at 1760 Airport Road, Wichita, Kansas 67209-1996, and EagleJet Aviation, Inc. (hereinafter referred to as "Sublessee"), a Kansas corporation, having its principal place business at 1600 Airport Road, Wichita, Kansas 67209.

WITNESSETH:

WHEREAS, pursuant to an Agreement originally by and between the Wichita Airport Authority ("Prime Lessor") and Air Capital Modification Center, Inc. ("Original Tenant"), dated October 20, 1986, as amended from time to time (the "Prime Lease"), Sublessor, as the successor-in-interest to Original Tenant, leases from Prime Lessor the following-described premises located on Wichita Mid-Continent Airport (the "Premises"):

> All space in the north one-half of the building known as Hangar No. 16-A, located at 1700 Airport Road, on Wichita Mid-Continent Airport, consisting of a hangar area comprising approximately 10,663 square feet, and a central office and utility area, comprising approximately 3,803 square feet, plus adjacent exterior land area as shown on **Exhibit A**, attached hereto and made a part hereof. The total land area of the Premises consists of approximately 60,950 square feet.

WHEREAS, Sublessor has agreed to enter into this Sublease Agreement with Sublessee for the purpose of subletting only the 10,663-square-foot hangar area contained within the Premises (the "Subleased Premises"), and not including any office or utility area, to Sublessee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants contained herein, Sublessor and Sublessee hereby agree as follows:

1. **Subleased Premises** – Subject to receipt of Prime Lessor's consent to this Sublease, Sublessor hereby subleases to Sublessee, and Sublessee hereby sublets from Sublessor, the Subleased Premises, on an "as is" basis in the condition which shall exist on the Sublease Commencement Date (which shall be no worse than on the date hereof, except reasonable wear and tear), plus the non-exclusive right of ingress to and egress from the Subleased Premises over and across all exterior portions of the Premises. Sublessee agrees that Sublessor shall have no obligation to perform any work or make any installations in order to prepare the Subleased Premises for Sublessee's occupancy. If Sublessee desires to document the condition of the Subleased Premises as of the Sublease Commencement Date, Sublessee shall deliver to Sublessor a written description of such condition (the "Condition Report") within three (3) days after the Sublease Commencement Date. Sublessor shall have ten (10) business days after receipt of the Condition Report to review the same, inspect the Subleased Premises, and deliver to Sublessee written notice of whether Sublessor approves the Condition Report as written, or whether specific revisions to the Condition Report are necessary. The Condition Report as revised and approved by Sublessor shall be deemed to be conclusive evidence of the condition of the Subleased Premises as of the Sublease Commencement Date.

2. **Term** - The term of this Sublease ("Term") as between Sublessor and Sublessee (and not the term of the Prime Lease) shall be from year-to-year, beginning on August 2, 2006 (the "Sublease Commencement Date"). The period beginning on the Sublease Commencement Date and ending on July 31, 2007, shall be referred to herein as "Year One." Year One and each successive twelve-month period beginning on the first day of August and ending the thirty-first day of the

following July shall be considered a lease year (a "Lease Year"). The Term of this Sublease shall automatically renew for successive periods of one year each unless either Sublessee or Sublessor delivers to the other party written notice of termination at least sixty (60) days prior to the expiration of the then-current Lease Year. The last day of the Lease Year in which such notice of termination is delivered is referred to herein as the "Termination Date." Upon the Termination Date, Sublessee shall quit and surrender to Sublessor the Subleased Premises, broom clean, in good order and condition, ordinary wear and tear excepted, and Sublessee shall remove all of its property.

3. **Use of Premises –**

(a) Subject to any more restrictive provision of the Prime Lease, the Subleased Premises shall be used solely and exclusively for the storage of aircraft, and for no other uses.

(b) Notwithstanding the foregoing, Sublessee shall not provide any services at the Subleased Premises that compete with services provided by any fixed-base operator engaged in business at the Wichita Mid-Continent Airport without the express written consent of the Prime Lessor.

4. **Security Deposit** – Sublessee hereby deposits $5,000.00 as a security deposit (the "Security Deposit") with Sublessor to stand as security for the faithful performance and observance by Sublessee of all of the agreements, covenants, conditions and provisions of this Sublease to be performed or observed by Sublessee (the "Debts, Liabilities and Obligations"). Sublessor shall not be required to pay Sublessee any interest on the Security Deposit, or to keep the Security Deposit separate from its general funds. In the event Sublessee fails to pay, perform, satisfy, or observe any of the Debts, Liabilities, and Obligations, Sublessor shall have the right to apply the Security Deposit, or so much thereof as may be necessary, to remedy any such failure by Sublessee. Sublessee shall immediately upon request pay to Sublessor any sum necessary to restore the Security

Deposit to its full amount, and Sublessee's failure to do so shall be deemed a material breach of this Sublease. Any remaining portion of the Security Deposit shall be returned to Sublessee within 60 days after the date of termination of this Sublease, provided that all Debts, Liabilities and Obligations of Sublessee to Sublessor are paid and performed in full.

5. **Rent** - Sublessee agrees to pay to Sublessor, without notice, demand, abatement, deduction, or offset whatsoever, annual rent in the amount of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS ($55,000.00), payable in equal monthly installments of FOUR THOUSAND FIVE HUNDRED EIGHTY-THREE AND 33/100 DOLLARS ($4,583.33) per month for Year One (the "Base Rent"). Except as otherwise provided in this Section 4, for each Lease Year thereafter during the Term, the Base Rent shall be increased by five percent (5%) (the "Annual Escalation") over and above the prior annual Base Rent to be paid by Sublessee to Sublessor. The amount and payment of Rent is specific to this Sublease as between Sublessor and Sublessee. The Rent shall be payable in equal monthly installments on the first day of each month during the Term of this Sublease. Sublessee shall pay the first full monthly installment of Base Rent for Year One upon execution of this Sublease. Rent payments shall be made to Sublessor at its offices at the address set forth in the opening paragraph of this Sublease, or at such other place as Sublessor shall at any time designate in writing. In addition, Sublessee shall reimburse Sublessor within ten (10) days after demand for any sum paid by Sublessor to Prime Lessor as a result of Sublessee's occupation and use of the Subleased Premises ("Additional Rent").

If Sublessee shall fail to make payment of any installment of Base Rent and Additional Rent payable hereunder within five calendar days after such payment is due, Sublessee shall pay to Sublessor, in addition to such installment of Base Rent and Additional Rent, as the case may be, as a late charge, an amount based on a rate equal to the lower of eighteen percent (18%) per annum or the

maximum interest rate that may be charged pursuant to applicable law of the amount unpaid computed from the date such payment was due to and including the date of payment.

6. **Utilities** – Sublessor shall be responsible for payment for all utilities supplied to the Subleased Premises, and Sublessee shall reimburse Sublessor on a monthly basis for all such amounts paid by Sublessor. Such payments to be made by Sublessee to Sublessor shall be included in Additional Rent. Promptly upon Sublessee's request, Sublessor shall provide documentation in reasonable detail supporting such utility payments.

7. **Incorporation; Prime Lease** –

(a) A complete copy of the Prime Lease, including all amendments thereto, is attached as **Exhibit B**. Except as may be inconsistent with the terms hereof, all of the terms, covenants and conditions of the Prime Lease (except Sections 2, 3(a), 4, 9(f), and 12) are hereby made a part hereof with the same force and effect as if fully set forth at length herein. The term "Lessor" in the Prime Lease shall mean Sublessor herein, and the term "Lessee" in the Prime Lease shall mean Sublessee herein. The terms "Lease", "Agreement", "Hangar 16A Lease Agreement" or similar term in the Prime Lease shall mean this Sublease. The terms "leased premises", "demised premises", "premises", "facility" or similar term shall mean the Subleased Premises herein. Any exceptions for negligence and/or misconduct (of whatever kind(s)) of "Lessor" shall include for the purposes of this Sublease both Prime Lessor and/or Sublessor and also matters related to the periods before and after the Term. In addition, the subletting provided for in this Sublease is subject to all of the covenants, agreements, terms, provisions and conditions contained in the Prime Lease. Notwithstanding the foregoing, Sublessor shall have no obligation to perform any obligation of the landlord set forth in the Prime Lease.

(b) If Sublessor or Sublessee receives any notices or demands from the Prime Lessor under the Prime Lease, said party shall promptly give a copy thereof to the other.

(c) From and after the Sublease Commencement Date, Sublessee hereby agrees to comply with all of the terms, covenants and conditions of the Prime Lease on the part of the tenant therein named to be performed thereunder, other than the payment of rent and additional rent under the Prime Lease and any sections expressly excluded under paragraph (a) above. Sublessor shall continue to pay the rent and additional rent so long as Sublessee is paying its Rent to Sublessor under this Sublease, and Sublessor may not agree to any amendments or other modifications to the Prime Lease adversely affecting Sublessee without the prior written consent of Sublessee.

(d) Performance by the Prime Lessor shall be deemed and accepted by Sublessee as performance by Sublessor herein and Sublessor shall not be responsible for any breach of the Prime Lease by Prime Lessor nor any nonperformance or noncompliance with any provision thereof by Prime Lessor, including the failure of Prime Lessor to provide any services, utilities and/or repairs. Sublessor agrees to take reasonable steps to assist Sublessee as Sublessee may from time to time request, at Sublessee's sole cost and expense and without liability to Sublessor, in seeking Prime Lessor's performance or compliance, provided Sublessee indemnifies and reimburses Sublessor as to any cost or expense to be incurred or as incurred with respect thereto. In no event, however, shall Sublessor be required to commence or cooperate with any litigation against Prime Lessor or any agent, employee, or affiliate thereof. Sublessor makes no representation that Prime Lessor will provide any or all of the services, utilities and/or repairs referred to and incorporated by reference into this Sublease.

(e) Neither Sublessor nor Sublessee shall do or permit anything to be done which would violate the terms and provisions of the Prime Lease nor cause the Prime Lease to be

terminated or forfeited by reason of any right of termination or forfeiture reserved or vested in the Prime Lessor under the Prime Lease.

(f) Sublessee shall abide by the insurance requirements contained in Sections 7 and 8 of the Prime Lease as regards the Subleased Premises and such insurance shall name Sublessor, Prime Lessor and the City of Wichita as additional insureds. Appropriate certificates of insurance evidencing such coverages shall be delivered to Sublessor and to Prime Lessor upon execution of this Sublease.

8. **Compliance With Laws and Airport Regulations –**

(a) Sublessee shall comply with all, laws, ordinances, orders, judgments, decrees, regulations, directions, and requirements of all federal, state, local and other governments or governmental authorities having jurisdiction over the Subleased Premises, including the Prime Lessor.

(b) Sublessee shall comply with all applicable regulations relating to Airport security and shall control the Premises so as to prevent or deter unauthorized persons from obtaining access to the air operations area of the Airport.

(c) The Prime Lessor and Sublessor shall be held harmless for any and all breaches of the Transportation Security Administration's policies and regulations and the Wichita Airport Authority's security rules or regulations caused by the Sublessee, its agents or employees, or that occur on the Sublessee's premises except to the extent caused by Sublessor. In the event the Transportation Security Administration imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to Prime Lessor, Sublessor, Sublessee, or their agents or employees, the penalty shall be paid by Sublessee, provided, however, that nothing herein shall

prevent Sublessee from contesting the legality, validity or application of such fine or penalty to the full extent Sublessee may be lawfully entitled so to do.

9. **Termination of Prime Lease** - Notwithstanding anything to the contrary contained herein, if the Prime Lease is terminated for any reason whatsoever, whether by operation of law or otherwise (including, due to any agreement between Sublessor and Prime Lessor; provided that Sublessor shall not agree to any such termination without Sublessee's written consent if Sublessee is not then in Default under this Sublease), except through the default of Sublessor, as tenant thereunder (excluding a default under the Prime Lease caused by Sublessee), Sublessor shall not be liable to Sublessee or responsible for such termination or the termination of this Sublease as a result thereof.

10. **No Services** - Notwithstanding anything contained in this Sublease to the contrary, Sublessor shall have no obligation to (i) perform any services under this Sublease (including, without limitation, the providing of electricity), (ii) make any repairs or restorations, (iii) comply with any laws or requirements of any governmental authorities, (iv) provide any insurance with respect to the Premises or the improvements therein, (v) remove, encapsulate or otherwise treat any asbestos-containing materials or other hazardous materials located in or on the Premises, or (vi) take any other action that Prime Lessor is obligated to provide, make, comply with or take, or cause to be done, under the Prime Lease (collectively, "Services") and the only Services or rights to which Sublessee is entitled hereunder are those to which Sublessor is entitled as the tenant under the Prime Lease, and for all such services and rights, Sublessee will look solely to the Prime Lessor. Sublessor assumes no liability for any covenants, representations or warranties made by Prime Lessor under the Prime Lease. Sublessor agrees to take all reasonable steps to assist Sublessee as Sublessee may from time to time request, at Sublessee's sole expense and without liability to Sublessor, in seeking such

Services and rights from the Prime Lessor, provided Sublessee indemnifies and reimburses Sublessor as to any cost or expense to be incurred or as incurred with respect thereto. In no event, however, shall Sublessor be required to commence or cooperate with any litigation against Prime Lessor or any agent, employee or affiliate thereof. Nothing contained herein shall be deemed a waiver of Sublessor's rights to receive Services from Prime Lessor. Sublessor shall in no event be liable to Sublessee for any failure to render any of the Services, nor shall any such failure entitle Sublessee to any abatement or reduction in Base Rent or Additional Rent payable hereunder or to any right to terminate this Sublease. Notwithstanding the foregoing, to the extent Sublessor is entitled to any abatement under the Prime Lease for interruption of services affecting the Subleased Premises under the Prime Lease, Sublessee shall be entitled to an abatement of rent under this Sublease for the same number of days and with respect to the same proportion of the Subleased Premises affected, but only if and to the extent the same is actually received by Sublessor or would have been received by Sublessor but for a default under the Prime Lease.

11. **Subordination** - Notwithstanding the terms of the Prime Lease, Sublessee accepts this Sublease subject and subordinate to the present state of title of the Subleased Premises and to any recorded mortgage, deed of trust or any other lien presently existing upon the Subleased Premises and to any renewal, extension or modification thereof. Sublessee agrees upon demand to execute such instruments subordinating this Sublease to any future mortgage, deed of trust or other security instrument as may be required. In the event of termination, re-entry or dispossession by Prime Lessor under the Prime Lease, Prime Lessor may, at its option, take over all of the right, title and interest of Sublessor, under this Sublease, and Sublessee shall, at Prime Lessor's option, attorn to Prime Lessor pursuant to the then executory provisions of this Sublease, except that Prime Lessor shall not (a) be liable for any previous act or omission of Sublessor under this Sublease, (b) be

subject to any counterclaim, offset or defense, not expressly provided in this Sublease, which theretofore accrued to Sublessee against Sublessor, or (c) be bound by any previous modification of this Sublease (except any modification to which Prime Lessor has consented in writing) or by any previous prepayment of more than one (1) month's Rent.

12. **Maintenance By Sublessee** - Sublessee shall, at its own risk and expense, maintain the Subleased Premises in at least as good condition and repair as exists on the Sublease Commencement Date, reasonable wear and tear excepted. At the termination of this Sublease, Sublessee shall deliver up the Subleased Premises broom clean and in the same good order and condition as existed at the Sublease Commencement Date, ordinary wear and tear and damage by fire or other casualty excepted.

13. **Assignment And Subleasing** - In addition to the provisions of the Prime Lease that are incorporated in this Sublease, Sublessee shall not, except with the prior written consent of Sublessor, directly or indirectly, voluntarily, by operation of law, or otherwise: (a) sell, assign, encumber, pledge or otherwise transfer or hypothecate all or any part of this Sublease, the Subleased Premises, or Sublessee's subleasehold interests hereunder; nor (b) allow or permit any sale or transfer (including by consolidation, merger or reorganization) of a majority of the voting stock or management control of Sublessee; nor (c) allow or permit a change of present controlling executive management by management contract, license, franchise agreement or other arrangement; nor (d) permit subtenants, concessionaires, licensees or others to occupy all or any portion of the Subleased Premises; nor (e) sublease the Subleased Premises or any portion thereof (each of (a) through (e) being referred to as a "Transfer"). Sublessor's consent to any Transfer shall not be unreasonably withheld, conditioned or delayed. Notwithstanding any Transfer by Sublessee, Sublessee shall

remain fully liable for all performance required of Sublessee hereunder unless Sublessee is specifically released by Sublessor in writing.

14. **Negative Covenants** - In order to induce Sublessor to execute this Sublease, Sublessee covenants and warrants to Sublessor that during the Term of this Sublease, notwithstanding the terms of the Prime Lease, Sublessee shall not permit the following to occur and shall not engage in any of the following, which shall be considered a "Default" hereunder:

(a) Fail to pay the Base Rent, Additional Rent and all other sums owing to Sublessor pursuant to this Sublease on the days and times and at the places at which the same are payable or make any abatement, deduction or setoff against the same;

(b) Fail to make full and timely performance of all other duties and obligations arising under this Sublease within thirty (30) days after written notice and demand is given by Sublessor, provided that if such duties and obligations are not capable of being fully performed within such 30-day period, Sublessee shall not be in Default if Sublessee commences such performance within a reasonable time after receipt of notice from Sublessor and diligently pursues such performance to completion;

(c) Engage in any Transfer without the prior written consent of Sublessor (and Prime Lessor to the extent such consent is required under the Prime Lease);

(d) Make any alterations, additions or improvements to the Subleased Premises except with the consent of Sublessor and Prime Lessor, provided, however, that if Prime Lessor is otherwise willing to consent to such alterations, additions or improvements, Sublessor shall not unreasonably withhold its consent if it has received reasonable assurances under the circumstances that Sublessee will comply with the requirements of the Prime Lease and, if the "Tenant" would be

responsible under the Prime Lease for removing such alterations, additions or improvements, Sublessee shall remove the same;

(e) Do or suffer to be done any act, matter or thing in violation of the provisions of any insurance policies provided for in this Sublease or whereby the said insurance or any other insurance now in force or hereinafter to be placed on the Subleased Premises shall become void or suspended, or whereby the same shall be rated as a more hazardous risk than at the execution thereof or at the time Sublessee takes possession of the Subleased Premises;

(f) Allow anything to be done that may impair the value of the building or Subleased Premises;

(g) Liquidate or dissolve itself; or

(h) Fail to pay or restore the Security Deposit as required hereunder.

15. **Remedies Upon Sublessee's Default –**

(a) Sublessor shall have the same rights and remedies with respect to a breach of this Sublease by Sublessee as the Prime Lessor has with respect to a breach of the Prime Lease, as if the same were more fully set forth at length herein.

(b) If Prime Lessor, in writing, shall claim or otherwise allege that a use of, action or inaction involving, or other circumstances concerning, the Subleased Premises is in violation of any provision of or may become a default under the Prime Lease, in addition to Sublessor's other rights hereunder and at law, Sublessee, promptly after notice from Sublessor, shall forthwith cease such use or action, forthwith take such action or forthwith cause such circumstance to be changed so that the basis or alleged basis for such claim or allegation shall no longer exist, provided that Sublessee may challenge such claim by Prime Landlord provided that such challenge by Sublessee may not, in Sublessor's reasonable discretion: (i) adversely affect the Prime Lease; (ii) adversely

affect the Sublessor's and Prime Landlord's relationship under the Prime Lease; or (iii) cause a default under the Prime Lease, in which event, upon notice from Sublessor, Sublessee shall comply with Prime Landlord's request.

(c) Notwithstanding any other provision of this Sublease or of the Prime Lease, upon the occurrence of any Default by Sublessee under this Sublease, Sublessor shall have the right, at Sublessor's election, to pursue, in addition to and cumulative of any other rights Sublessor may have herein, at law or in equity, any one or more of the following remedies without, unless required by law, any notice or demand whatsoever:

(i) Terminate this Sublease, in which event Sublessee shall immediately surrender the Subleased Premises to Sublessor, and if Sublessee fails to do so, Sublessor may, without prejudice to any other remedy which it may have for possession or arrearages in rent, enter upon and take possession of the Subleased Premises and expel or remove Sublessee and any other person who may be occupying said Subleased Premises or any part thereof, without being liable for prosecution or any claim or damages therefor unless such damage is caused by the gross negligence or willful misconduct of Sublessor, its agents or employees, and Sublessee agrees to pay to Sublessor, its agents or employees, on demand, the amount of all loss and damage, which Sublessor suffers by reason of such termination, whether through inability to relet the Subleased Premises on satisfactory terms or otherwise.

(ii) Enter upon and take possession of the Subleased Premises and expel or remove Sublessee and any other person who may be occupying the Subleased Premises or any part thereof, without being liable for prosecution or any claim for damages therefor unless such damage is caused by the gross negligence or willful misconduct of Sublessor, its agents or employees, and relet the Subleased Premises on satisfactory terms or otherwise.

(iii) Enter upon the Subleased Premises without being liable for prosecution or any claim for damages therefor unless such damage is caused by the gross negligence or willful misconduct of Sublessor, its agents or employees, and do whatever Sublessee is obligated to do under the terms of this Sublease, and Sublessee agrees to reimburse Sublessor on demand for any reasonable expenses which Sublessor may incur in thus effecting compliance with Sublessee's obligations under this Sublease and Sublessee further agrees that Sublessor shall not be liable for any damages resulting to the Sublessee from such action, unless caused by the gross negligence or willful misconduct of Sublessor.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any Base Rent or Additional Rent due to Sublessor hereunder or of any damages accruing to Sublessor by reason of the violation of any of the terms, provisions, and covenants herein contained. Failure by Sublessor to enforce one or more of the remedies herein provided, upon any Default shall not be deemed or construed to constitute a waiver of such Default or of any other violations or breach of any of the terms, provisions, and covenants herein contained. In determining the amount of loss or damage which Sublessor may suffer by reason of termination of this Sublease or the deficiency arising by reason of the reletting by Sublessor, as above provided, allowance shall be made for the normal and customary expense of repossession, and for any reasonable market leasing commissions and marketing expenses incurred by Sublessor.

16. **Access** - Sublessee shall be provided access to the Subleased Premises twenty-four (24) hours per day, seven (7) days per week in accordance with the terms and conditions of the Prime Lease.

17. **Notices** – All notices, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Sublease by either party to the other shall be in writing and shall be sufficiently given and served upon the other party if delivered by hand or facsimile machine (in which event notice shall be deemed delivered on the date that such notice is delivered with a signed or electronically generated receipt or attempted to be delivered as evidenced by record of attempted delivery on a business day during business hours) or by overnight express courier (in which event notice shall be deemed delivered on the date that such notice is delivered with a signed receipt or attempted to be delivered as evidenced by the overnight express courier's record of attempted delivery on a business day during business hours) addressed as follows:

To Sublessee, at the following address, or to such other place as Sublessee shall request in writing:

EagleJet Aviation, Inc.
1600 Airport Road
Wichita, Kansas 67209-1996
Attention: Jamie Pegg, President & CEO
Facsimile: 316-946-4998

To Sublessor, at the following address, or to such other place as Sublessor shall request in writing:

Koch Business Holdings, LLC
1760 Airport Road
Wichita, KS 67209-1996
Attention: Randy L. Lair, Vice-President, Aviation
Facsimile: 316-828-6097

With a copy to:
Koch Industries, Inc.
Attn: General Counsel
4111 E. 37th Street North
Wichita, KS 67220
Facsimile: 316-828-8602

18. **Waiver** – The waiver by Sublessor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant, or condition herein contained. The subsequent acceptance of Rent hereunder by Sublessor shall not be deemed to be a waiver of any preceding breach by Sublessee of any term, covenant, or condition of this Sublease other than the failure of Sublessee to pay the particular rental so accepted, regardless of Sublessor's knowledge of such preceding breach at the time of acceptance of such Rent.

19. **Consents** – This Sublease is subject to, and shall become effective upon, the written consent of the Prime Lessor in accordance with all applicable terms of the Prime Lease. Sublessee agrees to furnish to Sublessor such information as may be reasonably necessary and required by the Prime Lease in order to obtain such consent, and to enter into such agreements in form and substance reasonably acceptable to Sublessee among the Prime Lessor, Sublessor and Sublessee as the Prime Lessor may reasonably require pursuant to the Prime Lease in connection with giving its consent to this Sublease including, without limitation an agreement to attorn to the Prime Lessor as Landlord in the event of a termination of the Prime Lease. Any delay in the Prime Lessor's furnishing such consent, shall be deemed to be a delay in the Sublease Commencement Date but shall not postpone or extend the Termination Date of this Sublease.

20. **Delivery of Possession** – Notwithstanding anything herein contained to the contrary, if Sublessor is unable to deliver to Sublessee possession of the Subleased Premises, or any part

thereof, in the condition and on the date set forth in Section 1 hereof as the Sublease Commencement Date because of a fire or casualty therein or from any other reason of any character whatsoever beyond Sublessor's reasonable control, (i) Sublessor shall not be subject to any liability for failure to deliver possession on said Sublease Commencement Date, (ii) the validity of this Sublease shall not be impaired under such circumstances, (iii) the same shall not be construed in any way to extend the term of this Sublease and (iv) the term of this Sublease shall commence on and the Sublease Commencement Date shall be, the date on which Sublessor delivers possession of the Subleased Premises to Sublessee. Notwithstanding the foregoing, if Sublessee so elects, within fifteen (15) days after receipt of notice of Sublessor's inability to deliver possession of the Subleased Premises on the expected Sublease Commencement Date (as set forth in Paragraph 1 of this Sublease), this Sublease shall terminate and be of no further force or effect.

21. **Damage by Fire or Other Cause; Condemnation** – Notwithstanding any contrary provision of the Prime Lease incorporated herein by reference, Sublessee shall have no right to (a) terminate this Sublease as to all or any part of the Subleased Premises by reason of a casualty or condemnation except as otherwise provided in the Prime Lease or (b) an abatement of Rent or Additional Rent by reason of a casualty or condemnation, unless Sublessor is entitled to a corresponding abatement with respect to its corresponding obligation under the Prime Lease.

22. **Miscellaneous Provisions** –

(a) Whenever the singular number is used in this Sublease and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and the word "person" shall include corporation, firm, or association.

(b) The headings or titles of the paragraphs of this Sublease are not a part of this Sublease and shall have no effect upon the construction or interpretation of any part of this Sublease.

(c) This Sublease contains all of the agreements and conditions made between the parties and may not be modified orally or in any other manner other than by an agreement in writing signed by all the parties to this Sublease or their respective successors in interest.

(d) Any conflict between the terms of this Sublease and the terms of the Prime Lease shall be governed by the Prime Lease, provided, however, that Sublessee is not agreeing, nor shall it be deemed to have agreed, to assume any obligations under the Prime Lease arising out of or relating to any period before the Sublease Commencement Date or after the end of the term of this Sublease and Sublessee's vacation of the Subleased Premises.

(e) Terms not defined herein shall have the meanings specified in the Prime Lease.

(f) Time is of the essence of each term and provision of this Sublease.

(g) The terms and provisions of this Sublease shall be binding upon and inure to the benefit of the successors and assigns (if permitted by this Sublease and the Prime Lease) of Sublessor and Sublessee.

(h) If Sublessee should remain and holdover beyond the Sublease Term, then it shall be deemed to be a Sublessee-at-will and, in addition to abiding by all the covenants set forth in this Sublease, Sublessee shall be obligated to pay to Sublessor one hundred fifty percent (150%) of the Base Rent and Additional Rent which was payable under this Sublease during the last month of the Term, as well as any other sums due under this Sublease and the Prime Lease as a result of the holdover (excluding only the one hundred fifty percent (150%) holdover payment made by Sublessor to Prime Landlord). If Sublessee shall holdover or remain in possession of any portion of the Subleased Premises beyond the Termination Date of this Sublease, notwithstanding the acceptance of any Base Rent and Additional Rent paid by Sublessee pursuant to the above, Sublessee shall be

subject not only to summary proceedings and all damages related thereto, but also to any damages arising out of lost opportunities (and/or new leases) by Sublessor or Prime Lessor to relet the Subleased Premises (or any part thereof). All damages to Sublessor by reason of such holding over by Sublessee may be the subject of a separate action and need not be asserted by Sublessor in any summary proceedings against Sublessee.

(i) Each of Sublessee and Sublessor represents and warrants, each to the other, that it has not dealt with any real estate broker in connection with this Sublease, and that insofar as each of Sublessee and Sublessor knows, no broker negotiated this Sublease or is entitled to any commission in connection therewith, and the execution and delivery of this Sublease by each of Sublessee and Sublessor shall be conclusive evidence that Sublessee and Sublessor have relied upon the foregoing representation and warranty.

(j) Sublessor warrants and represents that the Prime Lease attached hereto and incorporated herein as Exhibit B is true, correct and complete, is in full force and effect, and that Sublessor has not assigned, restricted or granted anyone any rights in the Subleased Premises or any sublease consent rights relating to the Prime Lease, and that, to its knowledge, each of Prime Lessor and Sublessor is in compliance with the Prime Lease and has not received any notices from the other stating that Prime Lessor or Sublessor, as applicable, is in default of the Prime Lease.

(k) Sublessor further represents and warrants to Sublessee that Sublessor is not the subject of, or under threat of being subject to, any bankruptcy, reorganization, moratorium, insolvency, or similar proceeding in any federal, state, or other court or jurisdiction, nor has Sublessor received any information indicating Prime Lessor is the subject of any such proceeding.

(l) Sublessee represents and warrants to Sublessor that Sublessee is not the subject of, or under threat of being subject to, any bankruptcy, reorganization, moratorium, insolvency, or similar proceeding in any federal, state, or other court or jurisdiction.

(m) In the event Prime Lessor undertakes any maintenance or repairs of the Subleased Premises, neither Prime Lessor nor Sublessor shall be liable to Sublessee for any claims or demands resulting from such work.

23. **Jurisdiction and Venue** – EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER DOCUMENT. Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any state or federal court sitting in Sedgwick County, Kansas, in any action or proceeding arising out of or relating to this Sublease and/or the Prime Lease or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in any such court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Sublease or the Prime Lease in any state or federal court sitting in Sedgwick County, Kansas. Each of the parties hereto irrevocably waives, to the fullest extent permitted by law, the defense of any inconvenient forum to the maintenance of such action or proceeding in any such court. The parties further agree that the mailing by certified or registered

mail, return receipt requested, of any process required by any such court shall constitute valid and lawful service of process against them, without the necessity for service by any other means provided by law.

24. **Sublessor's Default.** Sublessor shall be in default in the performance of any obligation required to be performed by Sublessor under this Sublease if Sublessor has failed to perform such obligation within thirty (30) days after the receipt of notice from Sublessee specifying in detail Sublessor's failure to perform; provided, however, that if the nature of Sublessor's obligation is such that more than thirty (30) days are required for its performance, Sublessor shall not be deemed in default if it shall commence such performance within thirty (30) days and thereafter diligently pursues the same to completion. In the event Sublessor remains in default beyond the cure period provided under this Paragraph, Sublessee shall have the right to pursue any remedies available under Kansas law, including termination of this Sublease.

[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE AND EXHIBITS FOLLOW.]

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

Sublessor:

KOCH BUSINESS HOLDINGS, LLC

By: _____
Randy L. Lair, Vice-President, Aviation

Sublessee:

EAGLEJET AVIATION, INC.

By: _____
Jamie Pegg, President & CEO

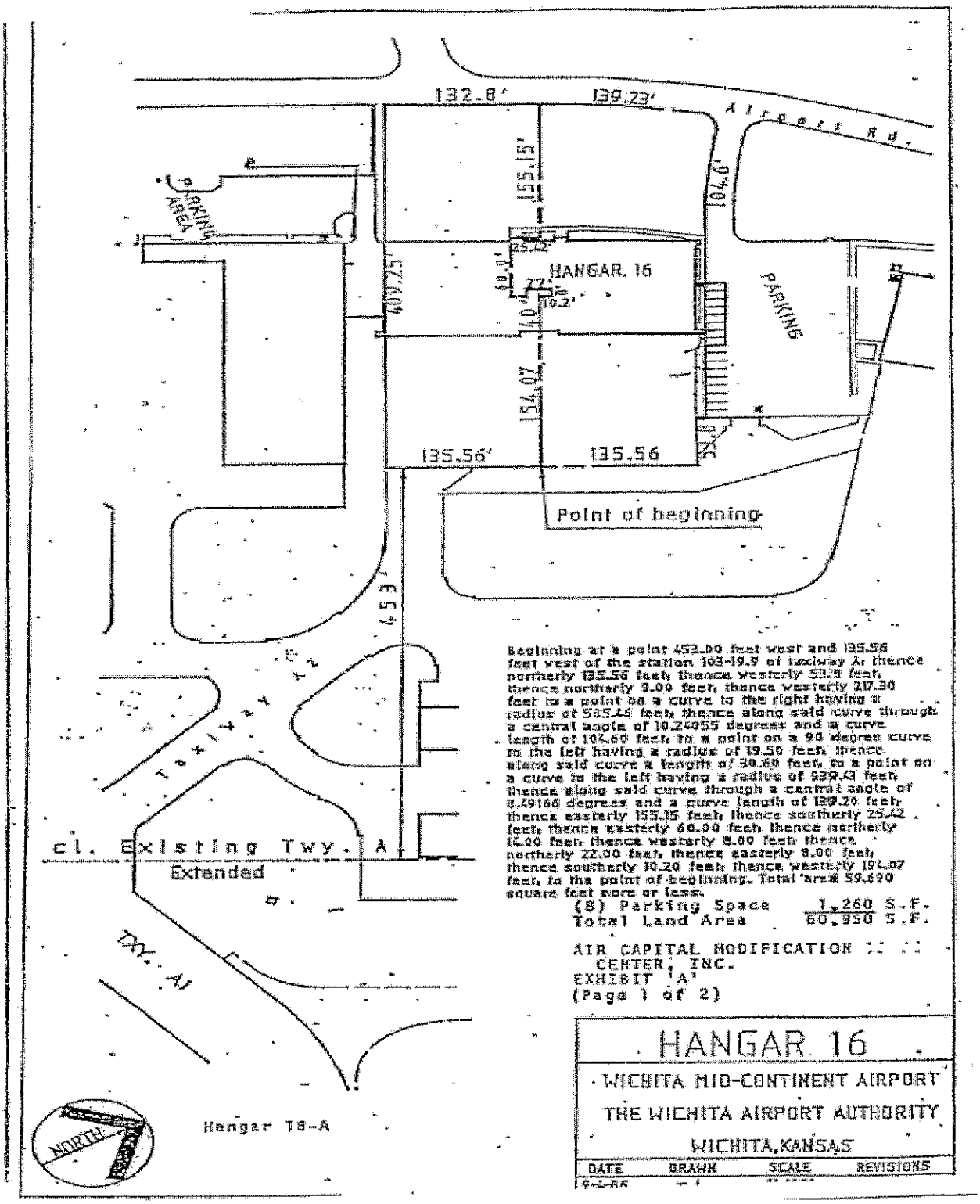
Consent of Prime Lessor:
The undersigned, being the "Prime Lessor" identified in the foregoing Sublease, hereby consents to such Sublease.

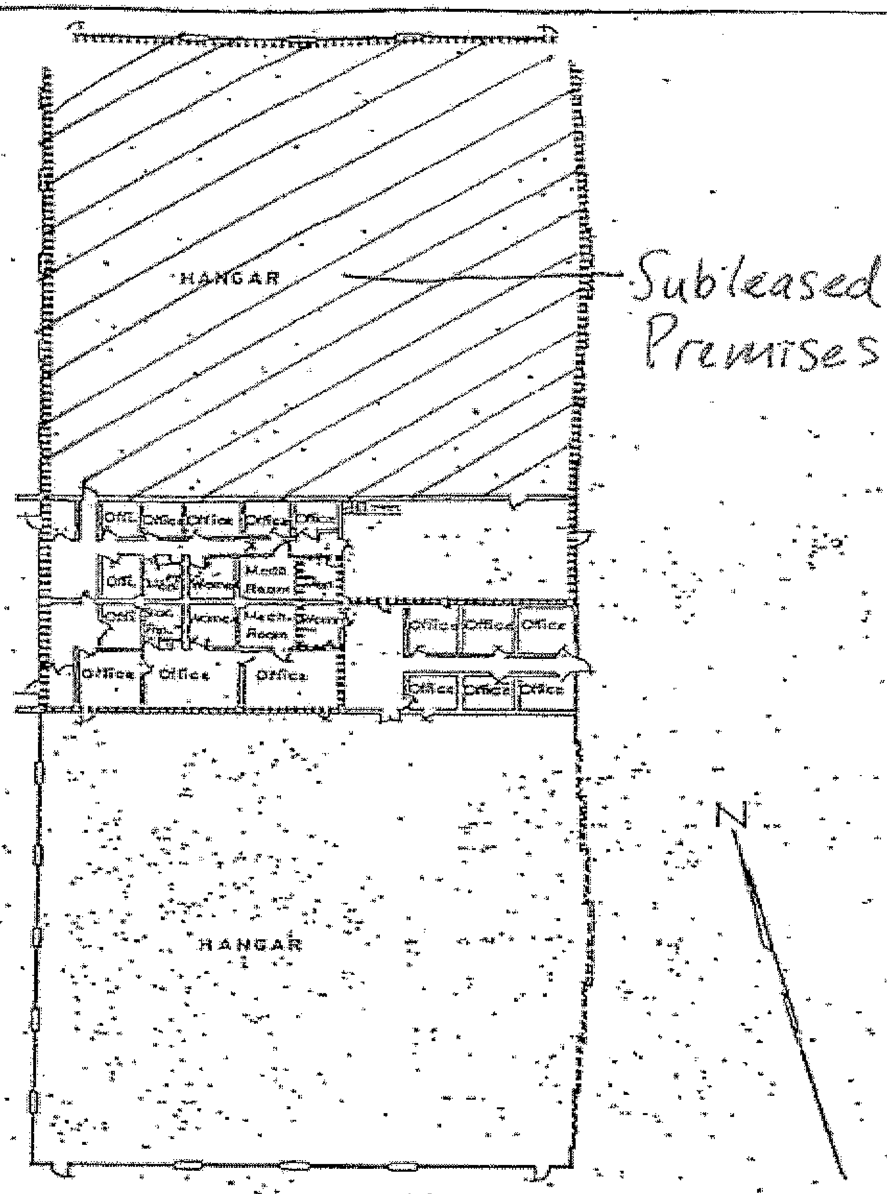
WICHITA AIRPORT AUTHORITY

By: _____
Name: _____
Title: _____

EXHIBIT A

Site Plan





FLOOR PLAN

Hangar Area 10,668 S.F.

Office Area 3,803 S.F.

AIR CAPITAL MODIFICATION CENTER, INC.

Hangar 16-A

EXHIBIT 'A' (Page 2 of 2)

HANGAR #16

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE DRAWN SCALE REV.

REV. 9-15-86 G.L.
REV 9-3-86 G.L.
REV 7-24-86 G.L.

EXHIBIT B

Prime Lease

9/12/86

A G R E E M E N T

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIR CAPITAL MODIFICATION CENTER, INC.

Use of Hangar No. 16-A
Wichita Mid-Continent Airport

THIS AGREEMENT, made and entered into this 20th day of October, 1986, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the "LESSOR"; and AIR CAPITAL MODIFICATION CENTER, INC., a corporation, hereinafter referred to as the "LESSEE".

AIRPORT AUTHORITY CLERK'S FILE
DIVISION M.C. Airport
FILE NO. M.C. A-165-1986

WITNESSETH:

That in consideration of the covenants and agreements herein contained, the parties hereto agree as follows.

1.

.ses Lessor does hereby lease to Lessee the following described premises located on Wichita Mid-Continent Airport:

11/5/86 - Air Cap. Mod has executed Copy
Copies furnished J. Dekker, B. Bell, D. Greenlee, M. Funk,

All space in the north one-half of the building known as Hangar No. 16-A, located at 1700 Airport Road on Wichita Mid-Continent Airport, consisting of a hangar area comprising approximately 10,663 square feet, and a central office and utility area, comprising approximately 3,803 square feet.

The hangar area, together with certain adjacent premises, are shown on the plat marked Exhibit 'A', attached hereto and made a part hereof.

2.

The term of this Agreement shall be for a period of approximately three (3) years, commencing on October 15, 1986 and ending on September 30, 1989.

It is further understood and agreed that Lessee is hereby granted two (2) successive options of five (5) years each to renew this agreement from and after October 1, 1989; subject, however, to the renegotiation of lease terms. Rentals during option periods shall be at fair market value as determined by Lessor. Notice of intent to exercise either option shall be given by Lessee in writing to Lessor no less than 180 days prior to the end of this lease or any option period.

3.

The Lessee shall have the following rights and privileges on the Airport:

(a) The right to use the leased area for the business of aircraft interior modification, refurbishing and finishing;

(b) The right to store aircraft of others;

(c) The right of ingress and egress to and from the premises exclusively leased, which rights shall extend to Lessee's employees, invitees and guests;

(d) The right in common with others authorized to do so to use the common areas of the airport, including the runways, taxiways, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flight and landing of aircraft of the Lessee and its customers.

4.

1 Rental for the use of said premises shall be payable in advance in monthly installments as provided below:

Term		Annual Payment		Monthly Payment
10/ 1/86 - 9/30/87	$	13,969.73	$	1,164.14
10/ 1/87 - 9/30/88		15,301.07		1,275.09
10/ 1/88 - 9/30/89		16,616.44		1,384.70

In addition to the foregoing facility rental, Lessee agrees to pay land rental for the leased premises, containing approximately 60,950 square feet. Basic land rental during the term of this Agreement shall be as follows:

Term		Annual Payment		Monthly Payment
10/ 1/86 - 9/30/87	$	6,095.00	$	507.92
10/ 1/87 - 9/30/88		6,399.75		533.31
10/ 1/88 - 9/30/89		6,719.74		559.98

5.

ities Lessee agrees to pay for all utilities furnished through facilities owned by Lessor at the published rate established by Lessor, and as charged to other airport tenants.

6.

Lessee shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the state, county, city or any other tax levying body, upon the leased premises or upon any taxable interest of Lessee acquired in this lease agreement, or any taxable possessory right which Lessee may have in or to the premises or facilities hereby leased or the improvements thereon by reason of its use or occupancy thereof, or otherwise, as well as all taxes on taxable property, real or personal, owned by Lessee in and about said premises; provided however, that nothing contained herein shall prevent Lessee from contesting the legality, validity or application of any such tax or assessment to the full extent Lessee may be lawfully entitled so to do.

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Lessee, at its expense, throughout the term of this agreement, shall cause the improvements on the leased premises to be insured against loss or damage by fire and extended coverage at least equal to ninety percent (90%) of the full insurable value thereof and furnish Lessor a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities.

In lieu of the insuring of the premises by the Lessee against the loss or damage by fire and extended coverage, Lessee shall have the option to request that this facility be insured under the Lessor's blanket policy, and the Lessee agrees to pay the premiums for the cost of insurance on this facility, plus its prorata share of any deductible required to be paid by Lessor under its blanket policy which is attributable to the leased premises.

For the purpose of valuing the improvements for insurance, the following items shall be excluded from the value: excavation, footings, foundations, concrete slabs and asphalt surfacing. The value shall be determined not more than each two years by an architect, appraiser or insurance company as agreed upon by Lessor and Lessee.

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Lessee shall indemnify and hold harmless the Lessor from and against any and all claims of every kind or character for injuries and/or damages to persons and/or property arising out of or in connection with the use and occupancy of Wichita Mid-Continent Airport by Lessee, its agents, servants, employees or invitees, and not caused by Lessor's negligence.

Lessor shall give to Lessee notice of any claim made or litigation instituted which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and participate in the defense of the same to the extent of its own interest.

Lessee shall carry liability insurance with the following minimum limits:

$ 100,000	Personal Injury, one person
500,000	Personal Injury, one accident
1,000,000	Property Damage

A certificate evidencing such insurance shall be furnished to Lessor containing a ten (10) day prior notice clause to the Lessor before any material change or cancellation is effective. Said certificate shall also include The Wichita Airport Authority, its officers and employees, as additional insureds.

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(a) Lessee, at its sole expense, shall keep and maintain said premises and the fixtures and appurtenances thereto in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice, and mow and trim all natural growth when necessary;

(b) Lessor, its agents or employees, shall have the right to enter upon said premises at any and all reasonable times to inspect the condition of the same;

(c) Lessee shall maintain and keep in repair at its own expense the interior and exterior of said premises, keeping the same in proper condition, including but not limited to replacement of all broken glass, painting and repair and maintenance of all pipes, wiring, plumbing, motors, fixtures, electrical and mechanical equipment. Lessor shall be responsible for boiler maintenance;

(d) Lessee shall not be responsible to Lessor for structural defects or damages to property or equipment covered by insurance, nor for roof maintenance or repair;

(e) In the event Lessee shall fail to so maintain and keep in repair said premises and the equipment thereon, Lessor may enter upon and perform the necessary maintenance or repairs at the expense of Lessee;

(f) Lessee agrees to paint, at Lessee's expense, the exterior of the leased area during the first twelve (12) months of the contract. Specifications for painting of the facility shall be approved by Lessor and coordinated with Lessee of Hangar No. 16-B.

10.

Equipment

Lessee shall furnish and maintain on the premises sufficient fire extinguishing units as may be required by insurors or as designated by Lessor.

11.

ge or
ruction

If the leased premises shall be partially damaged by fire or other casualty, but not rendered untenantable, the same shall be repaired with due diligence by Lessor at its own cost and expense; if the damage shall be so extensive as to render the premises untenantable but capable of being repaired, the same shall be repaired with due diligence by Lessor at its own cost and expense and the rent payable hereunder shall be proportionately paid up to the time of such damage, and shall thenceforth cease until such time as the premises shall be put in good order. In the event the leased premises shall be completely destroyed by fire or other casualty or so damaged that it will remain untenantable

for more than thirty (30) days, or in case it does so remain untenantable for more than thirty (30) days, at the option of Lessor (1) the leased premises shall be repaired or reconstructed with due diligence by Lessor at its own cost and expense, and the rent payable hereunder shall be proportionately paid up to the time of such damage or destruction, and shall thenceforth cease until such time as the premises shall be put in good order; or (2) within sixty (60) days after the time of such damage or destruction and before the premises shall be put in order, the Lessor may give Lessee written notice of its election to cancel this agreement in its entirety, and Lessee shall be liable for rent only up to the time of such damage or destruction. Within sixty (60) days after such time of damage or destruction, Lessor will notify Lessee in writing as to its intention as to whether it will repair the premises and provide the Lessee with a schedule of repairs. If such notice is not forthcoming within this sixty (60) day period, the Lessee shall have the option to cancel this agreement. In addition, if such repairs will not be completed within six (6) months of such time of destruction or damage, the Lessee may terminate this Agreement.

It is understood and agreed that nothing in this Article concerning rental abatements or cancellation by Lessee shall apply in the case of damages to or the destruction of the leased premises which is caused by the negligent acts of Lessee, its agents, employees or invitees, and further that Lessee shall, at its own expense, repair all such damages resulting from such acts. At the Lessor's option, Lessor may repair the damage and bill Lessee the exact cost thereof, and Lessee agrees to pay the billing within thirty (30) days after receipt of such billing. Lessee shall not be responsible to Lessor for damages to property or equipment covered by insurance.

12.

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Notices to Lessor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
Administration Building
2173 Air Cargo Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

Notices to Lessee provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Air Capital Modification Center, Inc.
Hangar No. 16-A
1700 Airport Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

or to such other respective addresses as the parties may designate in writing from time to time.

13.

& ations

Lessee, its agents, employees, invitees and guests, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this

Air Capital Modification Center, Inc.
Hangar No. 16-A
1700 Airport Road
Wichita Mid-Continent Airport
Wichita, Kansas 67209

or to such other respective addresses as the parties may designate in writing from time to time.

13.

Lessee, its agents, employees, invitees and guests, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in force or which may hereafter be adopted by The Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or Lessee's operations conducted hereunder.

Lessor shall not be liable to Lessee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Lessee be entitled to terminate this

default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by Lessee, Lessor may, after the lapse of said sixty (60) day period and prior to the correction or curing of such condition or default, terminate this lease by a sixty (60) day written notice, and the term hereby demised thereupon shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the original term.

Acceptance of rental by Lessor for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee shall not be deemed a waiver of any other right on the part of Lessor to cancel this lease for failure by Lessee so to perform, keep and observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessor of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee, shall be construed to be or act as a waiver of any subsequent default of any of the terms, covenants or conditions herein contained to be performed, kept and observed by Lessee.

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The Lessee, in addition to any other rights of cancellation herein given to Lessee, or any other rights to which the Lessee may be entitled by law or otherwise, may cancel this lease by giving Lessor sixty (60) days' advance written notice in the event of default by Lessor under this lease continuing for more than sixty (60) days after the Lessor's receipt of written notice of such default from the Lessee, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the airport or any major part thereof for airport purposes and the remaining in full force of such permanent injunction for a period of at least ninety (90) days.

(b) Inability of the Lessee to use, for a period in excess of ninety (90) days, the airport or any part of the facility because of any law, order, rule, regulation or other action or nonaction of the Federal Aviation Administration or Civil Aeronautics Board or successor agency, or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) Default by the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor and failure of the Lessor to remedy such default for a period of sixty (60) days after receipt from the Lessee of a written notice to remedy the same; provided, however, no notice of cancellation as above provided shall be of any force or effect if the Lessor shall have remedied the default prior to receipt of the Lessee's notice of cancellation.

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the Lessee for a period of ninety (90) days from operating on and within the facility.

(e) In the event of total destruction of the building or the demised premises.

(f) When the Lessee's customers or potential customers shall have been prevented from using the Airport by military or any other source or activity beyond the Lessor's or the Lessee's control.

No waiver of default by the Lessee of any of the terms, covenants and conditions hereof to be performed, kept and observed by Lessor, shall be construed to be or act as a waiver by the Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessor.

Upon cancellation of this lease by the Lessee, upon or after the happening of any of the events enumerated in this Article, it shall be relieved of any and all obligations under this lease, excepting those which had accrued prior to such cancellation.

16.

Lessor and Lessee further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Lessee agrees to comply with all FAA requirements with respect to its operations, the use of the Airport and this lease.

(a) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The Lessee, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Progams of the Department of Transportation, and as said Regulations may be amended.

(c) The Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Lessee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances

to the Lessee that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) Lessee agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit of service; PROVIDED, that Lessee may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) Lessor reserves the right (but shall not be obligated to Lessee) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

(g) Lessor reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of Lessee, and without interference or hindrance.

(h) Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent Lessee from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of Lessor, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency Lessor shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to Lessor, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or

flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This lease shall become subordinate to provisions of any existing or future agreement between the Lessor and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the airport.

17.

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nsurance

Lessor hereby waives any and all rights of recovery against Lessee for or arising out of damage or destruction of the building, or the demised premises, or any other property of Lessor, from causes then included under any of its property insurance policies, whether or not such damage or destruction shall have been caused by the negligence of Lessee, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Lessee hereby waives any and all rights of recovery against Lessor for or arising out of damage to or destruction of any property of Lessee from causes then included under any of its property insurance policies, whether or not caused by the negligence of Lessor, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

18.

& Police
ection

Lessor agrees to extend to Lessee the same fire and police protection extended to the other tenants on the Airport, provided that Lessor may impose a fair and equitable charge for fire and police protection to all tenants on the Airport.

19.

gnment

Lessee shall not assign this lease or any port thereof, or sublet the premises or any portion thereof, wi out the written consent of Lessor. Any such assignment subletting or attempt thereat without such consent shall void, and shall, at the option of the Lessor, terminate tl lease.

20.

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emises

It is expressly understood and agreed that Hangar No. 16-A, together with fixtures and equipment therein, are and shall remain the property of Lessor, and Lessee shall have no right to remove any such fixtures or equipment, nor shall have the right to alter said premises by installation or removal of partitions, nor the right to make any other change in said hangar without having first obtained the written consent of Lessor.

21.

etitive
ators

It is specifically understood that Lessor may lease hangars and other space on the Airport to other operators whose business is directly competitive with the business of Lessee, and Lessee agrees that any such action may be taken by Lessor without any recourse by Lessee; providing, however, that Lessor agrees that no more favorable terms will be offered a competitive firm than are contained herein.

22.

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rtising

Lessee agrees that no signs or advertising material shall be erected on the leased premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in writing by Lessor, which approval shall not be unreasonably withheld.

23.

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Lessee agrees to operate the leased premises fc the benefit of the general public and to make available al of Lessee's facilities and services to the general publi without discrimination and for reasonable charges and fees.

24.

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Lessee shall yield and deliver to Lessor possession of the premises leased herein at the expiration of this agreement in good condition in accordance with its express obligations hereunder, except for reasonable wear and tear, fire and other casualty.

25.

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Lessee shall be responsible for preventing automotive vehicles of its customers, employees, invitees and guests from entering the field side of the leased portions of Hangar No. 16-A by assuming the responsibility for controlling the gates located at the northeast corner of said Hangar No. 16.

26.

of Food
erages

Except for vending machines for Lessee's use, it is specifically understood and agreed that Lessee shall not engage in the business of selling food or beverages on the leased premises.

27.

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llation

Lessee may install air conditioning, benches, counters, parts bins, etc., subject to approval of Lessor; however, title to such equipment is to be retained by Lessee, who also reserves the right of removal of same at any time prior to the expiration or termination of this Agreement. Lessee shall restore and repair any damage caused by removal or installation of all such equipment.

28.

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The article and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this Agreement.

29.

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It is further expressly understood and agreed by and between the parties hereto that in the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided, however, that the invalidity of any such covenant, condition or provision does not materially prejudice either the Lessor or the Lessee in their respective rights and obligations contained in the valid covenants, conditions or provisions in this agreement.

30.

ıs Laws
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This lease and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

By Judya E. N. Mohring

Title Judya N. Mohring
Airport Clerk

THE WICHITA AIRPORT AUTHORITY

By Bailis F. Bell

Title Bailis F. Bell
Director of Airports

"LESSOR"

ATTEST:

By Stephen J. Blaylock

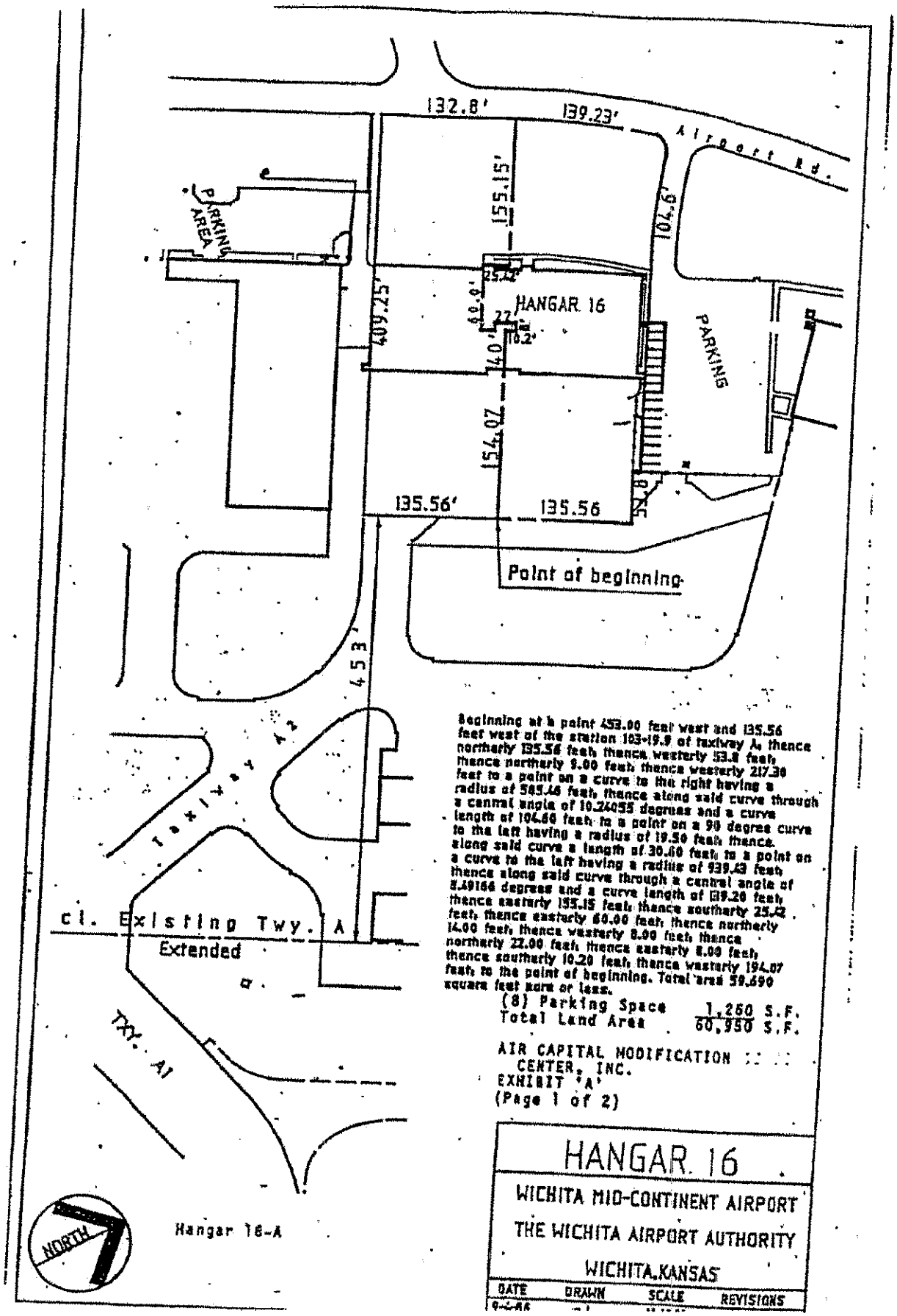
Title Sec. & Attorney

AIR CAPITAL MODIFICATION CENTER, INC.

By Horst K. Hillis

Title President

"LESSEE"



Beginning at a point 453.00 feet west and 135.56 feet west of the station 103+19.9 of taxiway A, thence northerly 135.56 feet, thence westerly 153.8 feet, thence northerly 9.00 feet, thence westerly 217.30 feet to a point on a curve to the right having a radius of 585.46 feet, thence along said curve through a central angle of 10.24055 degrees and a curve length of 104.60 feet to a point on a 90 degree curve to the left having a radius of 19.50 feet, thence along said curve a length of 30.60 feet to a point on a curve to the left having a radius of 939.43 feet, thence along said curve through a central angle of 8.49166 degrees and a curve length of 139.20 feet, thence easterly 155.15 feet, thence southerly 25.42 feet, thence easterly 60.00 feet, thence northerly 14.00 feet, thence westerly 8.00 feet, thence northerly 22.00 feet, thence easterly 8.00 feet, thence southerly 10.20 feet, thence westerly 194.07 feet, to the point of beginning. Total area 59,690 square feet more or less.

(8) Parking Space	1,260 S.F.
Total Land Area	60,950 S.F.

AIR CAPITAL MODIFICATION :: ::
CENTER, INC.
EXHIBIT 'A'
(Page 1 of 2)

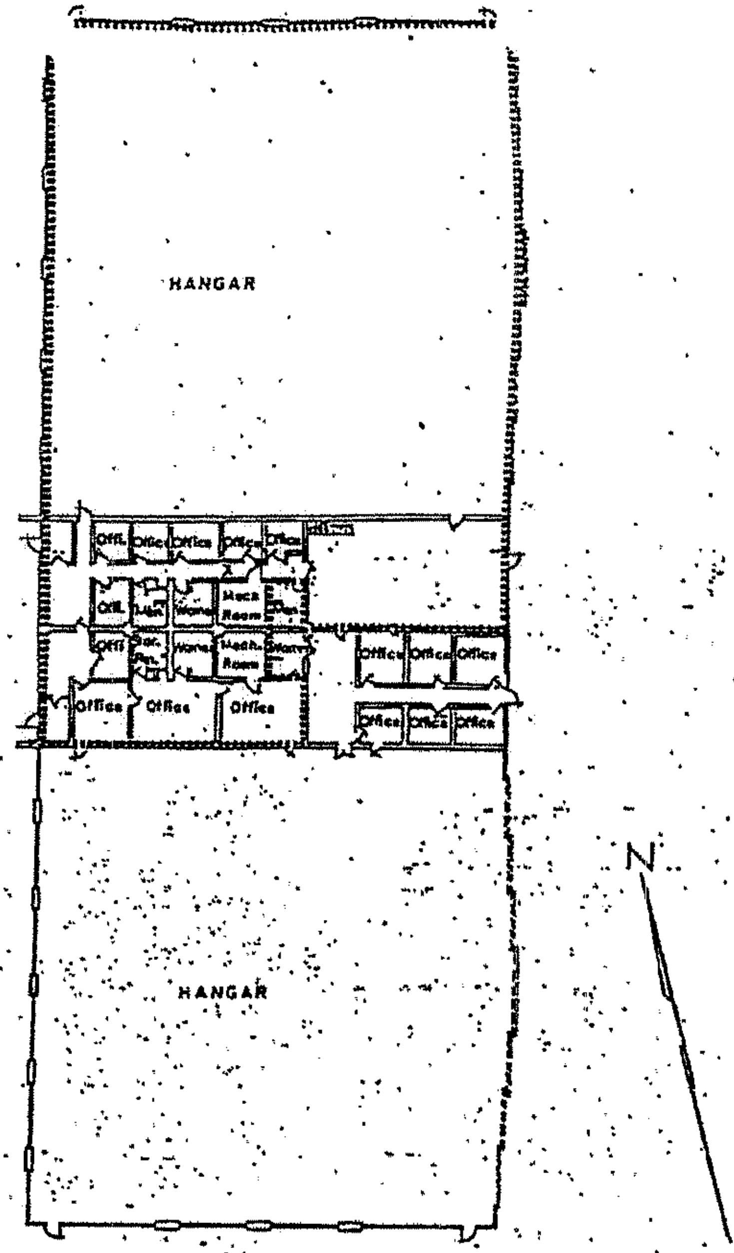
HANGAR 16

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DRAWN	SCALE	REVISIONS
9-6-86			



FLOOR PLAN

Hangar Area 10,663 S.F.

Office Area 3,803 S.F.

AIR CAPITAL MODIFICATION CENTER, INC.

Hangar 16-A

EXHIBIT 'A' (Page 2 of 2)

REV. 9-15-86 O.L.
REV 9-3-86 O.L.
REV 7-24-86 O.L.

HANGAR #16
WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS
DATE DRAWN SCALE REV.

.0/10/90

WAA
COPY

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

AIR CAPITAL MODIFICATION CENTER, INC.

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and entered into this 15th day of October, 1990, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and AIR CAPITAL MODIFICATION CENTER, INC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered int an agreement dated October 20, 1986 for the use of Hangar 16- on Wichita Mid-Continent Airport; and

WHEREAS, the parties hereto are now desirous of amendin this agreement for the purpose herein described, to b effective October 1, 1990;

OPIES FURNISHED TO
✓ Bell
Copkendall
✓ Funk
✓ Greenlee
Johnson
Loomis
✓ Mohring
✓ [illegible]

AIRPORT AUTHORITY CLERK'S FI
DIVISION M-C Airport
FILE NO M-C A-156-19

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

pron
mprovement
Premises

In addition to responsibilities included in the original agreement, Lessee agrees to be responsible for the management of the public ramp area adjacent to the Lessee's current leasehold, for the purpose of providing aircraft parking and tie-down services to the general public on Wichita Mid-Continent Airport. This area is reflected on Exhibit "A", attached hereto and made a part hereof. The premises covered by the original agreement is hereby amended to exclude such area from the leasehold.

2.

ainte-
ance &
harges

Lessee, at its sole expense, shall keep and maintain said premises in a clean and sightly condition, free of trash, debris and obstructions; remove all snow and ice; and repair any damaged or worn areas on the premises. Lessee shall be permitted to charge aircraft parking fees in order to recover the cost of operation and maintenance of the premises herein described.

3.

ther
erms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

By Judy N. Mohring

Title Judya N. Mohring
Airport Clerk

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By Bailis F. Bell

Title Bailis F. Bell
Director of Airports

"LESSOR"

ATTEST:

By Paula Cash

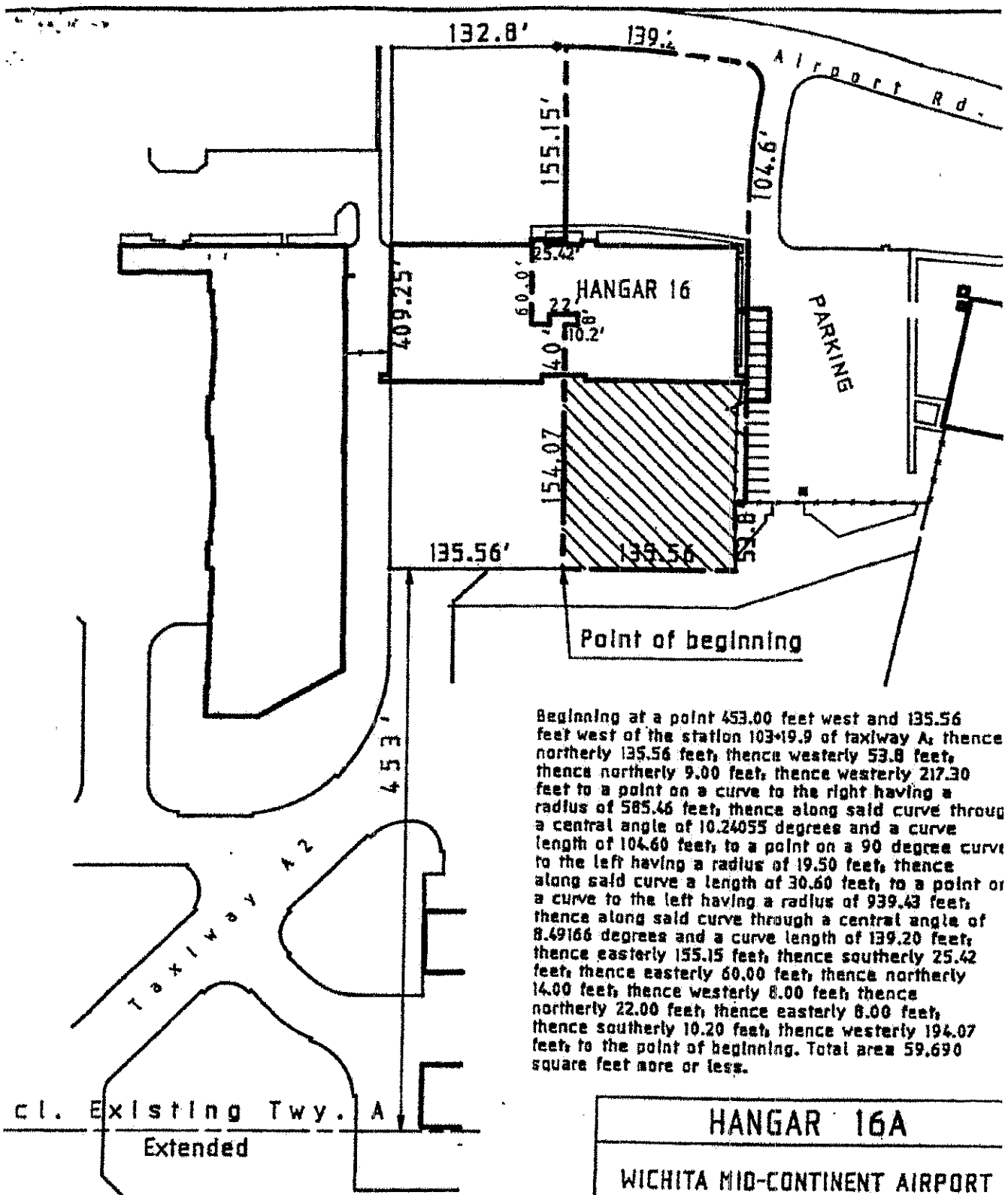
Title Administrative Assistant

AIR CAPITAL MODIFICATION
CENTER, INC.

By John Weakly

Title Treasurer/General Manager

"LESSEE"



Beginning at a point 453.00 feet west and 135.56 feet west of the station 103+19.9 of taxiway A; thence northerly 135.56 feet; thence westerly 53.8 feet; thence northerly 9.00 feet; thence westerly 217.30 feet to a point on a curve to the right having a radius of 585.46 feet; thence along said curve throug a central angle of 10.24055 degrees and a curve length of 104.60 feet; to a point on a 90 degree curve to the left having a radius of 19.50 feet; thence along said curve a length of 30.60 feet; to a point on a curve to the left having a radius of 939.43 feet; thence along said curve through a central angle of 8.49166 degrees and a curve length of 139.20 feet; thence easterly 155.15 feet; thence southerly 25.42 feet; thence easterly 60.00 feet; thence northerly 14.00 feet; thence westerly 8.00 feet; thence northerly 22.00 feet; thence easterly 8.00 feet; thence southerly 10.20 feet; thence westerly 194.07 feet; to the point of beginning. Total area 59,690 square feet more or less.

EXHIBIT A

PUBLIC RAMP AREA

HANGAR 16A

WICHITA MID-CONTINENT AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE
10-10-90	D.L.	1" = 100'

4/02/92

WAA
COPY

SUPPLEMENTAL AGREEMENT NO. 2

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

AIR CAPITAL MODIFICATION CENTER, INC.

RPORT AUTHORITY CLERK'S FILE
VISION M-C Airport
E NO. M-C A-37-1992

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 2, made and entered into this 20th day of April, 1992, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and AIR CAPITAL MODIFICATION CENTER, INC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated October 20, 1986 for the use of Hangar 16-A on Wichita Mid-Continent Airport; and Supplemental Agreement No. 1 dated October 15, 1990, and;

WHEREAS, in a Consent to Assignment and Assumption by Lessor and Acknowledgment of Exercise of Options dated December 2, 1991, the Lessor acknowledged the exercise of the current option under paragraph 2 of the Agreement and the

COPIES FURNISHED TO
✓ Kate
___ Christopher
___ Coykendall
___ Funk
✓ Greenlee
___ Prather
✓ Mohring
✓ [illegible]

parties agreed the renegotiation of lease terms and rental for the current option period shall be effective April 1, 1992.

WHEREAS, the Wichita Airport Authority, Lessor, and Air Capital Modification Center, Inc., Lessee, are now desirous of entering into this Supplemental Agreement No. 2 for the purpose of adjusting the rental amounts during the first option period as set out in the Agreement, to be effective April 1, 1992,

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

The term of this first option shall be October 1, 1989 through September 30, 1994.

2.

Article 4 of the Agreement is hereby amended as follows: Rental for use of 14,466 sq. ft. in Hangar 16-A shall be payable in advance at the rate of $18,154.83 per year or $1,512.90 per month, beginning April 1, 1992.

In addition to the foregoing facility rental, Lessee agrees to pay land rental for the leased premises, containing approximately 60,950 sq. ft., in the following amounts:

Term	Annual	Month
04/01/92-04/30/92	$ 648.61*	$648.61
05/01/92-04/30/93	8,173.40	681.12
05/01/93-04/30/94	8,581.76	715.15
05/01/94-09/30/94	3,753.50**	750.70

*1 Month **5 Months

ther
erms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

By Judye N. Mehring
Title Judye N. Mehring Airport Clerk

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By Bailis F. Bell
Title Bailis F. Bell Director of Airports
"LESSOR"

ATTEST:

By Sherryl A. George
Title Notary Public

SHERRYL A. GEORGE
State of Kansas
My Appt. Exp. 2-14-95

AIR CAPITAL MODIFICATION
CENTER, INC.

By Hart K. Hiller
Title President
"LESSEE"

10/01/94

SUPPLEMENTAL AGREEMENT NO. 3

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

AIR CAPITAL MODIFICATION CENTER, INC.

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 3, made and entered into this _____ day of _____, 1995, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and AIR CAPITAL MODIFICATION CENTER, INC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated October 20, 1986 for the use of Hangar 16-A on Wichita Mid-Continent Airport; Supplemental Agreement No. 1 dated October 15, 1990, and Supplemental Agreement No. 2 dated April 20, 1992, and;

WHEREAS, in a Consent to Assignment and Assumption by Lessor and Acknowledgment of Exercise of Options dated December 2, 1991, the Lessor acknowledged the exercise of the first option under paragraph 2 of the Agreement and the parties agreed the renegotiation of lease terms and rental for that option period were effective April 1, 1992.

WHEREAS, the Wichita Airport Authority, Lessor, and Air Capital Modification Center, Inc., Lessee, are now desirous of entering into this Supplemental Agreement No. 3 for the purpose of adjusting the rental amounts during the second option period as set out in the Agreement, to be effective October 1, 1994,

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Term

The term of this second option shall be October 1, 1994 through September 30, 1999.

2.

Rental

Article 4 of the Agreement is hereby amended as follows: Rental for use of 14,466 sq. ft. in Hangar 16-A shall be payable in advance at the rate of $19,529.16 per year or $1,627.43 per month, beginning October 1, 1994.

In addition to the foregoing facility rental, Lessee agrees to pay land rental for the leased premises, containing approximately 60,950 sq. ft., in the following amounts:

Term	Annual	Month
10/01/94-04/30/95	$ 5,254.90*	$750.70
05/01/95-04/30/96	9,459.48	788.29
05/01/96-04/30/97	9,934.80	827.90
05/01/97-04/30/98	10,434.60	869.55
05/01/98-04/30/99	10,958.76	913.23
05/01/99-09/30/99	4,794.75**	958.95

*7 Months **5 Months

Other Terms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____

Title _____

By _____

Title _____

"LESSOR"

ATTEST:

AIR CAPITAL MODIFICATION
CENTER, INC.

By _____

Title _____

By _____

Title _____

"LESSEE"

06/17/96

SUPPLEMENTAL AGREEMENT NO. 4

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

AIR CAPITAL MODIFICATION CENTER, INC.

Signed

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 4, made and entered into this _____ day of _____, 1996, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and AIR CAPITAL MODIFICATION CENTER, INC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into an agreement dated October 20, 1986 for the use of Hangar 16-A on Wichita Mid-Continent Airport; Supplemental Agreement No. 1 dated October 15, 1990; and Supplemental Agreement No. 2 dated April 20, 1992; and Supplemental Agreement No. 3; and

WHEREAS, in a Consent to Assignment and Assumption by Lessor and in an Acknowledgment of Exercise of Options dated

December 2, 1991, the Lessor acknowledged the exercise of the first option under paragraph 2 of the Agreement and the parties agreed the renegotiation of lease terms and rental for that option period were effective April 1, 1992.

WHEREAS, Supplemental Agreement No. 1 designated the ramp area formerly included as a part of the leasehold to be a "public ramp" area; and

WHEREAS, FAA regulations allow the Lessor to lease facilities constructed with grant funds provided the leasing does not reduce the Lessor's ability to carry out the obligations under the grant agreements with the Federal Government; and

WHEREAS, the Lessor is now desirous of entering into this Supplemental Agreement No. 4 for the purpose of further outlining FAA regulations relative to the management of ramp areas financed with FAA funds and included within various leaseholds;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

ublic-Use
amp Area

Section 1, "Apron Improvement and Premises", of Supplemental Agreement No. 1 shall be revised as follows:

In addition to responsibilities included in the original agreement, Lessee agrees to be responsible for the management of the public-use ramp area included within the Lessee's leasehold, for the purpose of providing aircraft parking and tie-down services to the general public on Mid-Continent Airport. This ramp area is included within the leasehold reflected on Exhibit "A", attached hereto and made a part hereof.

2.

ntry to
amp Lease-
old

Within the Lessee's ramp leasehold, the Lessee shall not preclude a competitor from assisting the user of a disabled aircraft in placing the aircraft in a condition so it can be taxied or towed away from the leased area. Additionally, the Lessee shall not preclude the user of Lessee's ramp leasehold from servicing the user's aircraft on the Lessee's ramp area.

Lessee shall not require users of the tie-down area to secure goods and services from a particular Fixed Base Operator. However, a Fixed Base Operator providing fueling may enter the leased area only if invited by the Lessee.

ther
erms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement and supplements shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____

Title _____

By _____

Title _____

"LESSOR"

ATTEST:

AIR CAPITAL MODIFICATION
CENTER, INC.

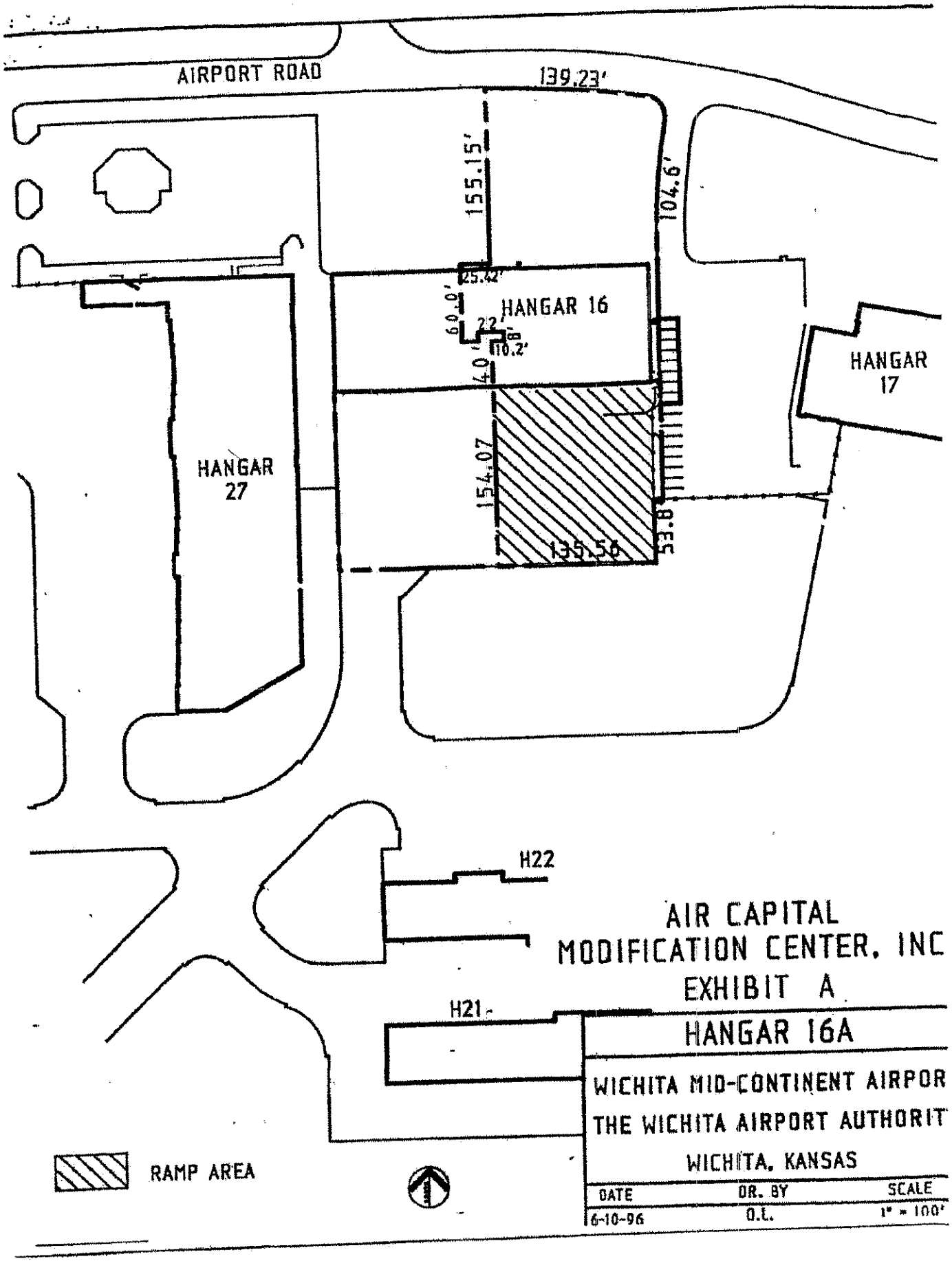
By _____

Title _____

By _____

Title _____

"LESSEE"


AIRPORT ROAD
139.23'
155.15'
104.6'
25.42'
60.0'
HANGAR 16
22'
8'
10.2'
40'
HANGAR 17
HANGAR 27
154.07
53.8
135.56
H22
H21
RAMP AREA
AIR CAPITAL
MODIFICATION CENTER, INC
EXHIBIT A
HANGAR 16A
WICHITA MID-CONTINENT AIRPOR
THE WICHITA AIRPORT AUTHORIT
WICHITA, KANSAS
DATE
DR. BY
SCALE
6-10-96
D.L.
1" = 100'

06/02/97(R)

SUPPLEMENTAL AGREEMENT NO. 5

By and Between

THE WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

EXECUTIVE AIRCRAFT CORPORATION

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 5, made and entered into this 2nd day of June, 1997, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and EXECUTIVE AIRCRAFT CORPORATION, INC., hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, Air Capital Modification Center, Inc. and the Wichita Airport Authority have heretofore entered into an agreement dated October 20, 1986 for the use of Hangar 16-A on Wichita Mid-Continent Airport; Supplemental Agreement No. 1 dated October 15, 1990; and Supplemental Agreement No. 2 dated April 20, 1992; Supplemental Agreement No. 3; and Supplemental Agreement No. 4; and

WHEREAS, an Assignment Agreement between Air Capital Modification Center, Inc. and Executive Aircraft Corporation dated October 9, 1996 was approved by the Lessor at a scheduled meeting held October 9, 1996, which had the effect of assigning the lease as amended; and

WHEREAS, both parties desire that the terms of leases for both Hangar 16-A and 16-B be the same; and

WHEREAS, the Lessor is now desirous of entering into this Supplemental Agreement No. 5 for the purpose of modifying the rental terms through October 31, 2013.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties hereto agree as follows:

1.

Term

Section 1 of Supplemental Agreement No. 2, shall be be deleted in entirety and replaced with the following language:

The term of this Agreement shall be through October 31, 2013.

Lessee shall have the option of not extending this agreement if notice is given to Lessor in writing 180 days prior to any of the following dates: October 1, 1999, October 1, 2004,

or October 1, 2009. If notice is not given, the agreement will continue through the respective period, but no longer than October 31, 2013.

2.

Rental

Section 2 of Supplemental Agreement No. 3, shall be amended as follows:

Rental for use of 14,466 sq. ft. in Hangar 16-A shall be payable in advance at the rate of $19,529.16 per year or $1,627.43 per month through October 31, 2013.

In addition to the foregoing facility rental, Lessee agrees to pay land rental for the leased premises containing approximately 60,950 sq.ft., in the following amounts:

Term	Annual	Month
10/01/94-04/30/95	$ 5,254.90	$ 750.70
05/01/95-04/30/96	9,459.48	788.29
05/01/96-04/30/97	9,934.80	827.90
05/01/97-04/30/98	10,434.60	869,55
05/01/98-04/30/99	10,958.76	913.23
05/01/99-04/30/00	11,507.36	958.95
05/01/00-04/30/01	12,080.29	1,006.69
05/01/01-04/30/02	12,683.70	1,056.98
05/01/02-04/30/03	13,317.58	1,109.80
05/01/03-04/30/04	13,981.93	1,165.16
05/01/04-04/30/05	14,682.86	1,223.57
05/01/05-04/30/06	15,414.26	1,284.52
05/01/06-04/30/07	16,182.23	1,348.52
05/01/07-04/30/08	16,992.86	1,416.97
05/01/08-04/30/09	17,840.07	1,486.67
05/01/09-04/30/10	18,729.94	1,560.83
05/01/10-04/30/11	19,668.57	1,639.05
05/01/11-04/30/12	20,649.86	1,720.82
05/01/12-04/30/13	21,679.92	1,806.66
05/01/13-10/31/13	11,382.42	1,897.07

3.

Hangar 16-A

It is understood and agreed that use of Hangar 16-A is tied to the use of Hangar 16-B. If the agreement for use of Hangar 16-B is terminated or not extended, this agreement for use of Hangar 16-A shall also expire on the same date.

4.

Considera-tion

In consideration for no increase in the facility rental through October 31, 2013, Lessee agrees to invest $115,000 in facility improvements for Hangar No. 16. Written certification of this expenditure shall be submitted to Lessor upon completion of the improvements. In the event this investment in the facility is not made within a reasonable time, as determined by Lessor, the terms of this supplemental agreement shall be renegotiated.

5.

Other Terms

It is understood and agreed that except as modified herein all other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this supplemental agreement the day and year first above written.

ATTEST:

By _____
Valerie A. Wise
Title Deputy Airport Clerk

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Bailis F. Bell
Title Director of Airports
"LESSOR"

ATTEST:

By _____
Title _____

EXECUTIVE AIRCRAFT CORPORATION

By _____
Title President
"LESSEE"

SUPPLEMENTAL AGREEMENT NO. 6

By and Between

WICHITA AIRPORT AUTHORITY

Wichita, Kansas

and

KOCH BUSINESS HOLDINGS, LLC

Use of Hangar 16-A
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 6, is effective (the "Effective Date") as of January 30, 2006, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas ("Lessor") and Koch Business Holdings, LLC ("Lessee").

WHEREAS, Air Capital Modification Center, Inc. and Lessor have heretofore entered into an Agreement dated October 20, 1986 for the use of Hangar 16-A on Wichita Mid-Continent Airport and subsequent thereto Lessor has entered into the following amendments to such Agreement: Supplemental Agreement No. 1 dated October 15, 1990; Supplemental Agreement No. 2 dated April 20, 1992; Supplemental Agreement No. 3; Supplemental Agreement No. 4; and Supplemental Agreement No. 5 dated June 2, 1997 (collectively the "Hangar 16A Lease Agreement");

WHEREAS, immediately prior to the Effective Date, pursuant to a series of assignments, Lessor leased the premises, as described in the Hangar 16A Lease Agreement, to Wichita Airport Facilities, Inc., a Kansas corporation (the "Assignor");

WHEREAS, as of the Effective Date, Assignor and Lessee have entered into that certain Purchase Agreement (the "Purchase Agreement") pursuant to which Assignor will assign to Lessee all of Assignor's right, title and interest in the Hangar 16A Lease Agreement under the terms of the Assignment of Leases and Consent to Assignment between Lessor, Assignor and Lessee effective as of the Effective Date; and

WHEREAS, Lessor and Lessee wish to amend the terms of the Hangar 16A Lease Agreement by entering into this Supplemental Agreement No. 6.

NOW, THEREFORE, in consideration of the premises and of the mutual agreements, covenants and undertakings hereinafter set forth, the parties agree as follows:

1. Term. Section 1 of Supplemental Agreement No. 5 and any other provision in the Hangar 16A Lease Agreement providing for the term, is hereby deleted in its entirety and replaced with the following language:

"The term of this Agreement shall be through September 14, 2026; provided however, Lessee shall, at its option, have the right to terminate this Agreement on October 1, 2009, September 15, 2013 or September 15, 2016 by giving Lessor written notice not less than 180 days prior to any of such dates. If notice is not given by Lessee, the agreement will continue through September 14, 2026."

2. Rental. Section 2 of Supplemental Agreement No. 5 and any other provision in the Hangar 16A Lease Agreement providing for the rental, is hereby deleted in its entirety and replaced with the following language:

"Rental for use of 14,466 sq. ft. in Hangar 16-A shall be payable in advance at the rate of $19,529.16 per year or $1,627.43 per month through September 14, 2026.

In addition to the foregoing facility rental, Lessee agrees to pay land rental for the leased premises containing approximately 60,950 sq. ft. in the following amounts:

Term	Annual	Month
01/01/06-04/30/06	$ 5,138.08	$ 1,284.52
05/01/06-04/30/07	16,182.23	1,348.52
05/01/07-04/30/08	16,992.86	1,416.97
05/01/08-04/30/09	17,840.07	1,486.67
05/01/09-04/30/10	18,729.94	1,560.83
05/01/10-04/30/11	19,668.57	1,639.05
05/01/11-04/30/12	20,649.86	1,720.82
05/01/12-04/30/13	21,679.92	1,806.66
05/01/13-10/31/13	11,382.42	1,897.07
11/01/13-04/30/14	11,382.43	1,897.07
05/01/14-04/30/15	23,904.59	1,992.05
05/01/15-04/30/16	25,099.21	2,091.60
05/01/16-04/30/17	26,354.78	2,196.23
05/01/17-04/30/18	27,671.30	2,305.94
05/01/18-04/30/19	29,054.87	2,421.24
05/01/19-04/30/20	30,505.48	2,542.12
05/01/20-04/30/21	32,029.23	2,669.10
05/01/21-04/30/22	33,632.21	2,802.68
05/01/22-04/30/23	35,314.43	2,942.87
05/01/23-04/30/24	37,081.98	3,090.17
05/01/24-04/30/25	38,934.86	3,244.57

Term	Annual	Month
05/01/25-04/30/26	40,879.17	3,406.60
05/01/26-09/14/26	15,976.15	3,576.75

3. Facility Improvements. Section 4 of the Supplemental Agreement No. 5 and any other provision in the Hangar 16A Lease Agreement providing for consideration from Lessee for facility improvements, is hereby deleted in its entirety.

4. Other Terms. It is understood and agreed that except as modified herein all other terms and conditions of the Hangar 16A Lease Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplement Agreement No. 6 effective as of the Effective Date.

LESSOR:

WICHITA AIRPORT AUTHORITY

By: Carlos Mayans
Name: CARLOS MAYANS
Title: MAYOR
Execution Date: January 30, 2006

ATTEST:

By: Karen Sublett
Name: Karen Sublett
Title: City Clerk

THE WICHITA AIRPORT AUTHORITY
WICHITA
SEAL
KANSAS

APPROVED AS TO FORM:

Gary E Rebenstorf

LESSEE:

KOCH BUSINESS HOLDINGS, LLC

By: Randy L Lair
Name: Randy L. Lair
Title: Vice-President – Aviation
Execution Date: January 30, 2006

ATTEST:

By:
Name: Raftaele G. Fauro
Title: Secretary, Koch Business Holdings, LLC