

SUBLEASE AGREEMENT

This Sublease Agreement (“**Sublease**”) is made and entered into as of the 1st day of October, 2006, by and between Aon Service Corporation, an Illinois corporation (“**Sublandlord**”) and AOPA Insurance Agency, Inc., a Maryland corporation (“**Subtenant**”).

A. The Wichita Airport Authority, Wichita, Kansas, as landlord (“**Landlord**”), and Sublandlord’s predecessor, as tenant, entered into a lease dated September 1, 1981, as amended by that certain Supplemental Agreement No. 1 dated August 15, 2006 [collectively,] the “**Master Lease**”) whereby Landlord leased to Tenant the Facility encompassing 17,634 square feet of space (“**Master Premises**”) of the building located at 1995 Midfield Road, Wichita, Kansas (the “**Building**”), as more particularly described in the Master Lease, upon the terms and conditions contained therein. All capitalized terms used herein shall have the same meaning ascribed to them in the Master Lease unless otherwise defined herein. A copy of the Master Lease is attached hereto as **Exhibit A** and made a part hereof.

B. Sublandlord and Subtenant are desirous of entering into a sublease of approximately 75% of the Master Premises shown on the plan attached hereto as **Exhibit B** and made a part hereof (“**Sublease Premises**”) on the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. **Demise.** Sublandlord hereby subleases and demises to Subtenant and Subtenant hereby hires and subleases from Sublandlord the Sublease Premises (which the parties stipulate contain approximately 75% of the Master Premises), upon and subject to the terms, covenants and conditions hereinafter set forth.

2. **Lease Term.** The term of this Sublease (“**Term**”) shall commence on October 1, 2006 (“**Sublease Commencement Date**”) and shall end, unless sooner terminated as provided herein, on August 31, 2011 (“**Sublease Expiration Date**”).

3. **Use.** The Sublease Premises shall be used and occupied by Subtenant for the uses permitted under and in compliance with Section 1.1 of the Master Lease and for no other purpose.

4. **Base Rental.** Beginning with the Sublease Commencement Date and thereafter during the Term of this Sublease and ending on the Sublease Expiration Date, Subtenant shall pay to Sublandlord \$7,000 per month for the remainder of calendar year 2006, and \$10,000 per month for the remainder of the Term of the Sublease.

The first monthly installment of Base Rental shall be paid by Subtenant upon the execution of this Sublease. Base Rental and additional rent shall hereinafter be collectively referred to as “**Rent**.” Except as otherwise specifically provided in this Sublease, Rent shall be payable in lawful money without demand, and without offset, counterclaim, or setoff in monthly installments, in advance in accordance with Section

2.6 of the Master lease, on the first day of each and every month during the Term of this Sublease to Subtenant shall pay to Sublandlord Rent without deduction, setoff, notice or demand, at ASC/Jones Lang LaSalle, P. O Box 93861, Chicago, Illinois 60673-3861, or at such other place as Sublandlord shall designate from time to time by notice to Subtenant.

5. **Incorporation of Terms of Master Lease.** This Sublease is subject and subordinate to the Master Lease. Subject to the modifications set forth in this Sublease, the terms of the Master Lease are incorporated herein by reference, and shall, as between Sublandlord and Subtenant (as if they were Landlord and Tenant, respectively, under the Master Lease) constitute the terms of this Sublease except to the extent that they are inapplicable to, inconsistent with, or modified by, the terms of this Sublease. In the event of any inconsistencies between the terms and provisions of the Master Lease and the terms and provisions of this Sublease, the terms and provisions of this Sublease shall govern. Subtenant acknowledges that it has reviewed the Master Lease and is familiar with the terms and conditions thereof.

(a) The following provisions of the Master Lease are specifically excluded: Renewal Options as referenced in Section 1 of Supplemental Agreement No. 1;

(b) For the purposes of incorporation herein, the terms of the Master Lease are subject to the following additional modifications:

(i) In all provisions of the Master Lease (under the terms thereof and without regard to modifications thereof for purposes of incorporation into this Sublease) requiring the approval or consent of Landlord, Subtenant shall be required to obtain the approval or consent of Sublandlord.

(ii) In all provisions of the Master Lease requiring Tenant to submit, exhibit to, supply or provide Landlord with evidence, certificates, or any other matter or thing, Subtenant shall be required to submit, exhibit to, supply or provide, as the case may be, the same to Sublandlord. In any such instance, Sublandlord shall determine if such evidence, certificate or other matter or thing shall be satisfactory.

(iii) Sublandlord shall not be responsible for satisfying Landlord's obligation to provide insurance under Section 6.1 of the Master Lease and Sublandlord shall have no obligation to restore or rebuild any portion of the Sublease Premises after any destruction or taking by eminent domain.

(iv) Sublandlord shall have no responsibility for any of Landlord's obligations to maintain structural components of the Building or operating systems or common areas of the Building.

(v) Sublandlord shall not be deemed or construed in any way to indemnify Subtenant for any breach of the Lease or other actions or omissions of Landlord.

6. **Subtenant's Obligations.** Subtenant covenants and agrees that all obligations of Sublandlord under the Master Lease shall be done or performed by Subtenant with respect to the Sublease Premises, except as otherwise provided by this Sublease, and Subtenant's obligations

shall run to Sublandlord and Landlord as Sublandlord may determine to be appropriate or be required by the respective interests of Sublandlord and Landlord. Subtenant agrees to indemnify Sublandlord, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys' fees) incurred as a result of the non-performance, non-observance or non-payment of any of Sublandlord's obligations under the Master Lease which, as a result of this Sublease, became an obligation of Subtenant. If Subtenant makes any payment to Sublandlord pursuant to this indemnity, Subtenant shall be subrogated to the rights of Sublandlord concerning said payment. Subtenant shall not do, nor permit to be done, any act or thing which is, or with notice or the passage of time would be, a default under this Sublease or the Master Lease.

7. **Sublandlord's Obligations**. Sublandlord agrees that Subtenant shall be entitled to receive all services and repairs to be provided by Landlord to Sublandlord under the Master Lease. Subtenant shall look solely to Landlord for all such services, including without limitation, Landlord's obligations to repair and maintain the structural components of the Building, Building systems and common areas, and shall not, under any circumstances, seek nor require Sublandlord to perform any of such services, nor shall Subtenant make any claim upon Sublandlord for any damages which may arise by reason of Landlord's default under the Master Lease. Any condition resulting from a default by Landlord shall not constitute as between Sublandlord and Subtenant an eviction, actual or constructive, of Subtenant and no such default shall excuse Subtenant from the performance or observance of any of its obligations to be performed or observed under this Sublease, or entitle Subtenant to receive any reduction in or abatement of the Rent provided for in this Sublease. In furtherance of the foregoing, Subtenant does hereby waive any cause of action and any right to bring any action against Sublandlord by reason of any act or omission of Landlord under the Master Lease.

8. **Default by Subtenant.**

Upon the happening of any of the following:

Subtenant fails to pay any installment of Base Rental or Subtenant's Share of Additional Rent, Ground Rent or the Maintenance Fee when due or fails to pay any other amount due from Subtenant hereunder within after receipt of written notice from Sublandlord;

Subtenant fails to perform or observe any other covenant or agreement set forth in this Sublease and such failure continues for ten (10) business days after notice thereof from Sublandlord to Subtenant; or

Any other event occurs which involves Subtenant or the Sublease Premises and which would constitute a default under the Master Lease if it involved Sublandlord;

Subtenant shall be deemed to be in default hereunder, and Sublandlord may exercise, without limitation of any other rights and remedies available to it hereunder or at law or in equity, any and all rights and remedies of Landlord set forth in the Master Lease in the event of a default by Sublandlord thereunder.

In the event Subtenant fails or refuses to make any payment or perform any covenant or agreement to be performed hereunder by Subtenant, and does not cure same after receipt of written notice, Sublandlord may make such payment or undertake to perform such covenant or agreement (but shall not have any obligation to Subtenant to do so). In such event, reasonable amounts so paid and amounts expended in undertaking such performance, together with all reasonable costs, expenses, attorneys' fees incurred by Sublandlord in connection therewith.

9. **Notices**. Anything contained in any provision of this Sublease to the contrary notwithstanding, Subtenant agrees, with respect to the Sublease Premises, to comply with and remedy any default in this Sublease or the Master Lease which is Subtenant's obligation to cure, within the period allowed to Sublandlord under the Master Lease, even if such time period is shorter than the period otherwise allowed therein due to the fact that notice of default from Sublandlord to Subtenant is given after the corresponding notice of default from Landlord to Sublandlord. Sublandlord agrees to forward to Subtenant, promptly upon receipt thereof by Sublandlord, a copy of each notice of default received by Sublandlord in its capacity as tenant under the Master Lease. Subtenant agrees to forward to Sublandlord, promptly upon receipt thereof, copies of any notices received by Subtenant from Landlord or from any governmental authorities. All notices, demands and requests shall be in writing and shall be sent either by hand delivery or by a nationally recognized overnight courier service (e.g., Federal Express), in either case return receipt requested, to the address of the appropriate party. Notices, demands and requests so sent shall be deemed given when the same are received.

Notices to Sublandlord shall be sent to the attention of:

Aon Service Corporation
200 E. Randolph Drive, 19th Floor
Chicago, Illinois 60601
Attn: Corporate Real Estate

With a copy to:

Jones Lang LaSalle
525 William Penn Place
3 Mellon Center, 20th Floor
Pittsburgh, Pennsylvania 15259-0001

Notices to Subtenant shall be sent to the attention of:

AOPA Insurance Agency, Inc.
c/o Aon Aviation
625 Liberty Ave., 10th floor
Pittsburgh, PA 15222
Attn: Gregory L. Sterling

10. **Broker**. Sublandlord and Subtenant represent and warrant to each other that, with the exception of Jones Lang LaSalle (“**Broker**”), no brokers were involved in connection with the negotiation or consummation of this Sublease. Sublandlord agrees to pay the commission of the Broker pursuant to a separate agreement. Each party agrees to indemnify the other, and hold it harmless, from and against any and all claims, damages, losses, expenses and liabilities (including reasonable attorneys’ fees) incurred by said party as a result of a breach of this representation and warranty by the other party.

11. **Condition of Premises**. Subtenant acknowledges that it is subleasing the Sublease Premises “as-is” and that Sublandlord is not making any representation or warranty concerning the condition of the Sublease Premises and that Sublandlord is not obligated to perform any work to prepare the Sublease Premises for Subtenant’s occupancy. Without limiting the generality of the effect of the foregoing and notwithstanding anything else contained in this Sublease to the contrary, Sublandlord shall not be deemed or construed to have made the representations and warranties, if any, of Landlord under the Master Lease with respect to the condition of the Sublease Premises. Subtenant acknowledges that it is not authorized to make or do any alterations or improvements in or to the Sublease Premises except as permitted by the provisions of this Sublease and the Master Lease and that it must deliver the Sublease Premises to Sublandlord on the Sublease Expiration Date in the condition required by the Master Lease.

12. **Consent of Landlord**. Section 8.1 of the Master Lease requires Sublandlord to obtain the written consent of Landlord to this Sublease. Sublandlord shall solicit Landlord’s consent to this Sublease promptly following the execution and delivery of this Sublease by Sublandlord and Subtenant. In the event Landlord’s written consent to this Sublease has not been obtained within thirty (30) days after the execution hereof, then this Sublease may be terminated by either party hereto upon notice to the other, and upon such termination neither party hereto shall have any further rights against or obligations to the other party hereto.

13. **Termination of the Lease**. If for any reason the term of the Master Lease shall terminate prior to the Sublease Expiration Date, this Sublease shall automatically be terminated and Sublandlord shall not be liable to Subtenant by reason thereof unless said termination shall have been caused by the default of Sublandlord under the Master Lease, and said Sublandlord default was not as a result of a Subtenant default hereunder.

14. **Assignment and Subletting**. Subject further to all of the rights of the Landlord under the Master Lease and the restrictions contained in the Master Lease, Subtenant shall be entitled to assign this Sublease or to sublet all or any portion of the Premises with the prior written consent of Landlord and Sublandlord, which consent may not be unreasonably withheld or delayed by Sublandlord or Landlord.

15. **Limitation of Estate**. Subtenant’s estate shall in all respects be limited to, and be construed in a fashion consistent with, the estate granted to Sublandlord by Landlord. Subtenant shall stand in the place of Sublandlord and shall defend, indemnify and hold Sublandlord harmless with respect to all covenants, warranties, obligations, and payments made by Sublandlord under or required of Sublandlord by the Master Lease with respect to the Subleased Premises. In the event Sublandlord is prevented from performing any of its obligations under this Sublease by a breach by Landlord of a term of the Master Lease, then Sublandlord’s sole

obligation in regard to its obligation under this Sublease shall be to use reasonable efforts in diligently pursuing the correction or cure by Landlord of Landlord's breach.

16. **Entire Agreement.** It is understood and acknowledged that there are no oral agreements between the parties hereto affecting this Sublease and this Sublease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Sublandlord to Subtenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Sublease. This Sublease, and the exhibits and schedules attached hereto, contain all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Sublease Premises and shall be considered to be the only agreements between the parties hereto and their representatives and agents. None of the terms, covenants, conditions or provisions of this Sublease can be modified, deleted or added to except in writing signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is based totally upon the representations and agreements contained in this Sublease.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first written above.

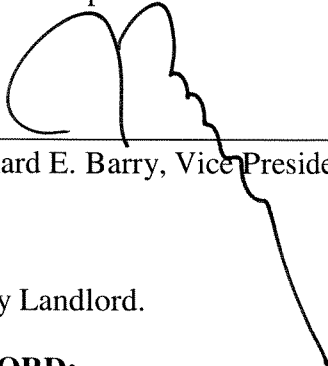
SUBLANDLORD:

AON SERVICE CORPORATION
An Illinois corporation

By: _____
Its: _____

SUBTENANT:

AOPA Insurance Agency, Inc.
A Maryland corporation

By:  _____
Its: Richard E. Barry, Vice President

This Sublease is hereby consented to by Landlord.

LANDLORD:

THE WICHITA AIRPORT AUTHORITY

By: _____
Its: _____

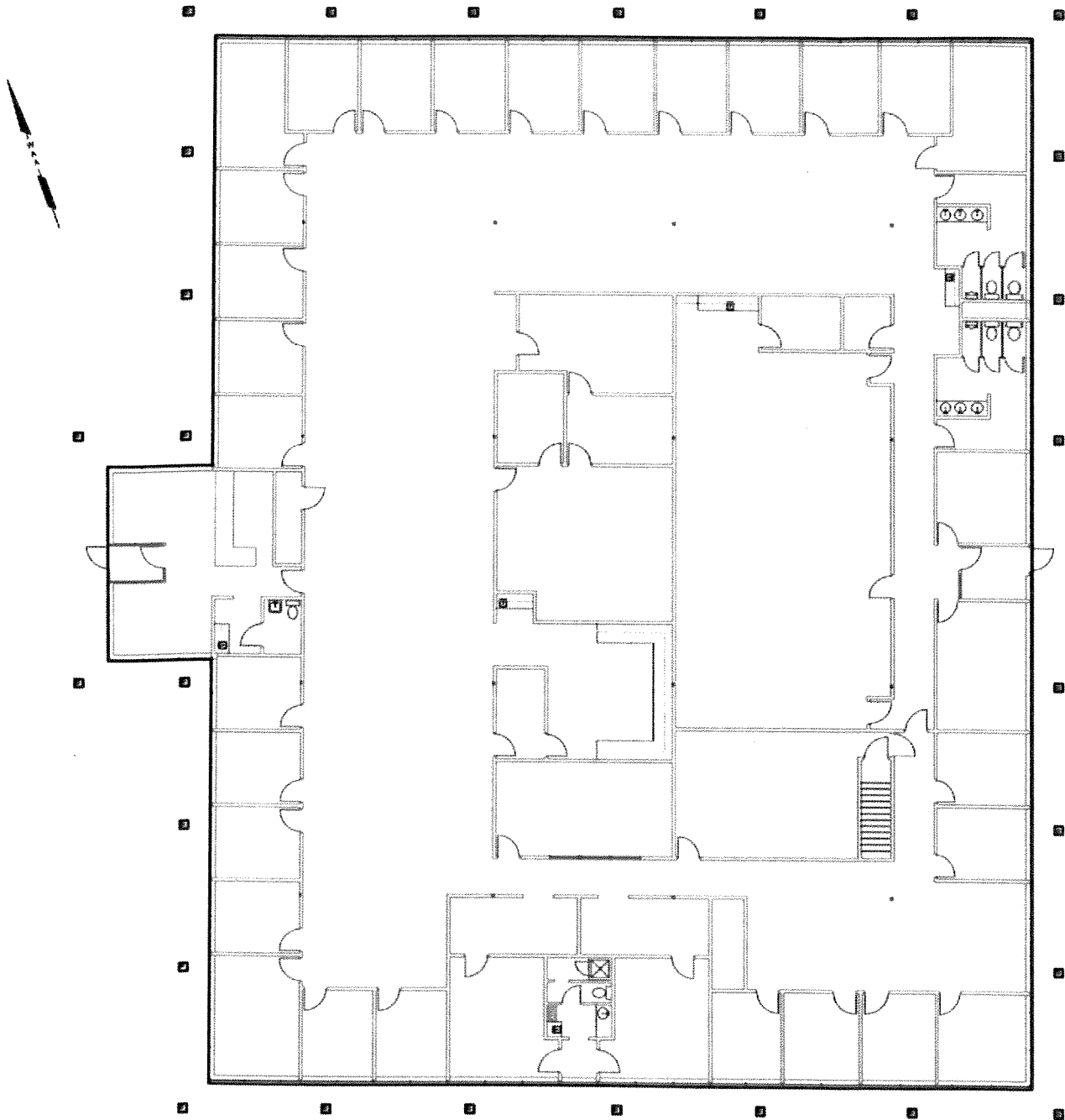
Date: _____

EXHIBIT A

COPY OF MASTER LEASE

EXHIBIT B
SUBLEASE PREMISES

EXHIBIT B



FLOOR PLAN
15,748 sq.ft.

MAIN PLAN 15,748 sq.ft.
BASEMENT PLAN 1,886 sq.ft.
TOTAL 17,634 sq.ft.

C:\Drawings\276-Buildings\MidField Road\1995 MF-RD\Floor Plan.dwg, Main Floor & 5x11 Portrait Dwl (2), 2/10/2006 3:35:29 PM, 1:1

1995 MIDFIELD ROAD			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
2-10-06	H.G.O.	1" = 20'	2 of 2