

STATE LEASE NO. DOT-A-13-0016

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION**

HYAK AVIATION LLC

HANGAR LEASE

HONOLULU INTERNATIONAL AIRPORT

ISLAND OF OAHU

STATE OF HAWAII

INDEX

HANGAR LEASE
HYAK AVIATION, LLC

<u>ARTICLE</u>		<u>PAGE</u>
I	DEFINITIONS.....	2
II	PREMISES	4
III	USE OF PREMISES	4
IV	TERM	5
V	RENTAL.....	5
VI	REOPENING OF RENT	8
VII	IMPROVEMENTS	9
VIII	GENERAL RIGHTS AND RESPONSIBILITIES OF LESSEE	20
IX	TAXES.....	21
X	PROHIBITED ACTS.....	22
XI	SIGNS	24
XII	INGRESS AND EGRESS	25
XIII	LIABILITY AND INDEMNITY	25
XIV	SURRENDER OF PREMISES	26
XV	COMPLIANCE WITH LAWS.....	27
XVI	RULES AND REGULATIONS	36
XVII	RIGHTS-OF-ENTRY RESERVED	37
XVIII	UTILITY SERVICES.....	38
XIX	INSURANCE.....	39
XX	TERMINATION BY STATE.....	44
XXI	WAIVER.....	48
XXII	PERSONAL GUARANTY	49
XXIII	TERMINATION BY LESSEE	50
XXIV	SUSPENSION OR ABATEMENT	50
XXV	SUBORDINATION OF LEASE	50
XXVI	CONDEMNATION	51
XXVII	PERFORMANCE BOND.....	55
XXVIII	LITIGATION.....	56
XXIX	LIENS	57
XXX	ASSIGNMENT AND SUBLETTING	58
XXXI	SUCCESSORS AND ASSIGNS	64
XXXII	NOTICES.....	64
XXXIII	INTERPRETATION OF LEASE	64
XXXIV	NO PARTNERSHIP	65
XXXV	FORCE MAJEURE	65
XXXVI	ENTIRE AGREEMENT.....	66

XXXVII	AMENDMENTS	66
XXXVIII	APPROACH PROTECTION	66
XXXIX	INVALID PROVISION-SEVERABILITY.....	67
XL	NON-LIABILITY OF INDIVIDUALS.....	67
XLI	RESERVATION OF MINERAL AND METALLIC RIGHTS	67
XLII	PREHISTORIC AND HISTORIC REMAINS.....	68
XLIII	NONDISCRIMINATION.....	68
XLIV	CIVIL RIGHTS PROVISION	69
XLV	RESERVED.....	69
XLVI	BROKERS	70
XLVII	SURVIVAL OF OBLIGATIONS	70
XLVIII	QUIET ENJOYMENT.....	70
XLIX	ACCORD AND SATISFACTION.....	71
L	JOINT AND SEVERAL LIABILITY	71
LI	ESTOPPEL STATEMENTS	71
LII	AUTHORITY	72
LIII	CONSENTS.....	72
LIV	COUNTERPARTS	72
LV	GOVERNING LAW.....	72

ATTACHMENTS:

EXHIBITS A, B, AND C

- APPENDIX A - DEVELOPMENT STANDARDS FOR LEASED AIRPORT PROPERTY
- APPENDIX B - TENANT IMPROVEMENT GUIDELINES
MANUAL NO. 1
MANUAL NO. 2
- APPENDIX C - DESIGN AND CONSTRUCTION REQUIREMENTS AS REQUIRED
UNDER HAWAII REVISED STATUTES §103-50
- APPENDIX D - DEPARTMENT OF TRANSPORTATION ASSIGNMENT OF LEASE
EVALUATION POLICY
- APPENDIX E - DEPARTMENT OF TRANSPORTATION SUBLEASE EVALUATION
POLICY

HANGAR LEASE

THIS INDENTURE OF LEASE, made and entered into this 16th day of September, 2014, by and between the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, by its Director of Transportation, hereinafter referred to as "STATE", and **HYAK AVIATION LLC**, a Nevada limited liability company, incorporated under the laws of Nevada, authorized to do business in the State of Hawaii, whose mailing address is 2385 Okoa Street, Honolulu, Hawaii, 96821, hereinafter referred to as "LESSEE";

WITNESSETH:

WHEREAS, the Department of Transportation, pursuant to Chapters 171, 261, 262, and 263 of the Hawaii Revised Statutes, is vested with certain control and jurisdiction over the operation of airports within the State of Hawaii, and more particularly that airport located in the City and County of Honolulu, Island of Oahu, State of Hawaii, known as Honolulu International Airport, shown and delineated on the map labeled Exhibit A, attached hereto and made a part hereof, and hereinafter referred to as the "Airport", and encumbered by Governor's Executive Order No. 3201; and,

WHEREAS, LESSEE is the recorded owner and/or operator of an airworthy aircraft certificated by the Government of the United States of America, through its Federal Aviation Administration and registered with STATE, and/or is engaged in the private and personal transportation of persons and/or property by air, hereinafter referred to collectively as "Air Transportation", at, to, and/or from the Airport; and,

WHEREAS, STATE, pursuant to Sections 171-59 and 261-7, Hawaii Revised Statutes, may lease airport property to LESSEE; and,

WHEREAS, LESSEE desires to lease at or on the Airport a certain parcel of land identified as Tax Map Key No. (1) 1-1-72:81 and 82 (portion), to develop, construct, operate, use, and maintain a personal hangar facility; and STATE is willing to lease the same to LESSEE upon the covenants, agreements, terms, and conditions hereinafter set forth; and,

WHEREAS, STATE believes that it is in the best interest of STATE and the State of Hawaii to lease such property at the Airport to LESSEE for such purposes.

NOW, THEREFORE, for and in consideration of the promises, and of the mutual agreements, covenants, provisions, requirements, restrictions, terms, and conditions hereinafter contained to be kept and performed by STATE and LESSEE, respectively, and other valuable consideration, STATE does hereby grant, demise, and let unto LESSEE, and LESSEE does hereby lease from STATE at or on the Airport, that certain parcel of land, more particularly described in Article II. (Premises) hereof, STATE and LESSEE DO HEREBY AGREE AS FOLLOWS:

ARTICLE I. DEFINITIONS

Unless the context indicates otherwise, as used herein, the term:

- A. “ADA” means the Americans with Disabilities Act, 42, U.S.C. Section 12101 et seq.
- B. “ADAAG” means the United States Access Board’s ADA accessibility Guidelines for Buildings and Facilities, Transportation Facilities, and Transportation Vehicles.
- C. “Administrator” means the Airports Administrator of the Airports Division, Department of Transportation, State of Hawaii or the Administrator's designated representative.
- D. “Airport” means the Honolulu International Airport, located in the City and County of Honolulu, Island of Oahu, State of Hawaii.
- E. “CFR” means Code of Federal Regulations.
- F. “County” means the City and County of Honolulu, State of Hawaii.
- G. “DCAB” means Disability and Communication Access Board.
- H. “Department” means the State of Hawaii, Department of Transportation.
- I. “Director” means the Director of Transportation, State of Hawaii.
- J. “Environmental Laws” means all federal, State of Hawaii, and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, judicial and administrative orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These environmental laws include, but are not limited to, regulations and orders of the Federal Environmental Protection Agency, and of the State of Hawaii, Department of Health.
- K. “FAA” means the U. S. Federal Aviation Administration.
- L. “Fair Market Value” means the value that a property would most probably command in the open market indicated by the current rents asked and paid for comparable space for uses similar to the current use of the Premises as of a given appraisal date. The appraisal shall consider all legal uses or activities permitted on the subject property within the context of relevant County zoning restrictions, the operation of the airport system as it applies to the

allowable uses on the property and how such factors influence the value of the property when compared with similar spaces on and off the Airport.

M. “Guests” means and includes licensees, permittees, contractors, subcontractors, sub-subcontractors, vendors, visitors, providers of utility services and other services, passengers, patrons, and invitees of LESSEE.

N. “HAR” means Hawaii Administrative Rules.

O. “Hazardous Substance” means and shall include any chemical substance, radioactive materials, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be, or has been determined by State of Hawaii or federal authority under any environmental law to be hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCBs), methane, fuels of any kind, and other materials or materials or substances that are, or may in the future be, regulated by State of Hawaii or federal authorities.

P. “HRS” means Hawaii Revised Statutes.

Q. “Land Board” means the Board of Land and Natural Resources of the State of Hawaii.

R. “Leasehold Improvements” means and includes all improvements, buildings, building improvements, and other structures and fixed improvements affixed, attached, constructed, erected, installed, or placed in a permanent fashion to, at, in, on, over, or under the Premises by LESSEE during the Lease term, and includes walls, floors, roofing, interior finishing, doors, windows, ceilings, built-in cabinets and shelving, counters, flooring material and carpeting glued, nailed or tacked down, all utility lines, conduits, piping, service panels, connections and receptacles, all lighting fixtures (bulbs included) attached to walls and ceilings, all sprinkler systems, landscaping, paved areas and curbing, concrete or rock walls and boxes, sewer and drain piping and culverts, central, split or package heating, ventilation and air conditioning systems, compressed air systems (except for the air compressor pump and air tank), fences and gates, and all other similar attachments, fixtures, and articles permanently affixed, or firmly embedded, or fastened to the Premises.

S. “LESSEE” means the legal entity named in the first paragraph of this Lease; provided however, that from and after any valid assignment or transfer in whole of said LESSEE's (as Assignor) interest under this Lease pursuant to Article XXX. (Assignment and Subletting) hereof, “LESSEE” shall mean only the assignee or transferee of said interest.

T. “Personal Property” means and consists of any kind of property that is temporary or movable property and not real property, including any and all trade fixtures, office and business furnishings, decorations, equipment and furniture, draperies, grease racks, piping, movable display cases and shelving, movable appliances and drinking fountains, communication

instruments (including, without limitation, all telephone, radio, telegraph, computer, wireless, cellular, and television) and antenna, window air conditioning units, portable heaters, and other temporary or movable goods or chattels owned, purchased, and/or installed by LESSEE, and other similar articles or chattels not firmly or permanently affixed or attached to the Premises and/or Leasehold Improvements situated thereon.

U. “STATE” means the State of Hawaii, acting by and through its Department of Transportation, any governmental department, agency, commission, or other subdivision thereof, as may succeed to the rights, duties, and powers of said Department.

V. “TSA” means the U.S. Department of Homeland Security, Transportation Security Administration or its successor agency.

ARTICLE II. PREMISES

STATE, for the term, and for and in consideration of the rentals, fees, and other charges to be paid by LESSEE, as prescribed and set forth in Article V. (Rental) hereof, and upon the agreements, covenants, promises, provisions, requirements, restrictions, terms, and conditions as are hereinafter more particularly set forth, all on the part of LESSEE to be kept, observed, and performed, does hereby grant, demise and let unto LESSEE, and LESSEE does hereby lease and hire from STATE, the exclusive right to occupy and use that certain parcel of land situated on and at the Airport, designated as Area/Space No. 009106B and 009106C, containing an area of 34,320 square feet, more or less, as shown and delineated on the map labeled Exhibit B, attached hereto and made a part hereof, said land area hereinafter referred to as the “Premises”.

ARTICLE III. USE OF PREMISES

LESSEE shall have the right to use the Premises for any of the following purposes:

A. Operate Private Aircraft. As LESSEE is certified to operate as a private aircraft owner and/or pilot by the FAA, LESSEE shall have the right to engage in activities relating to the storage and operation of LESSEE's aircraft;

B. Repair and Maintain. The right to repair, maintain, condition, service, modify, manufacture and assemble aircraft equipment, accessories and component parts, and mobile aviation service equipment belonging to the LESSEE, which shall include, but not be limited to, electrical, hydraulic, pneumatic, structural, mechanical, and safety systems used in the field of aviation;

C. Parts and Supplies. The right to maintain, repair, service, modify, manufacture, assemble, and store personal property related to aviation (including, but not limited to, repair parts, supplies, and the like) owned by LESSEE; provided, however, that such right shall not be construed as authorizing the conduct of any separate business by LESSEE;

D. Parking. The right to park, or permit the parking of automobiles operated by LESSEE and LESSEE's Guests;

E. Testing. The right to test certain aircraft component parts and other equipment owned by LESSEE. STATE however may prohibit LESSEE from testing certain equipment if testing of such equipment is detrimental to the operations of occupants of the Airport or properties adjacent or near to the Airport. Detrimental effects shall be deemed to include, but not be limited to, excessive jet or propeller wash, interference to electrical or electronic equipment, fumes from gas and liquids, and noise levels in excess of applicable governmental standards;

F. Incidental Operations. The right to conduct, after obtaining STATE's prior written approval, any other operation or activity, which is reasonably necessary or incidental to the conduct of LESSEE's private aviation activities; and

G. Private Aviation Only. This Lease authorizes the LESSEE to use the Premises only for LESSEE's private aviation activities and expressly prohibits LESSEE from using the Premises for the conduct of any business activity including commercial aviation activity.

ARTICLE IV. TERM

LESSEE shall have the right to occupy and use the Premises for the purposes prescribed and set forth in Article III. (Use of Premises) and Article VIII. (General Rights and Responsibilities of LESSEE) of this Lease, for a period of thirty (30) years, commencing on November 1, 2014 (hereafter the "Commencement Date"), and ending on October 31, 2044 unless sooner terminated as provided herein.

ARTICLE V. RENTAL

A. Annual Ground Rental. LESSEE shall pay to STATE, unless the Lease is sooner terminated as provided herein, without notice or demand, as and for rental for the use of the Premises and for the right, privilege, and authority of operating at the Airport, for and during the term of this Lease, free from any and all claims, deductions, and set offs against STATE, unless otherwise noted herein, and at such times and in such manner as hereinafter provided, the amounts provided herein and set forth below:

1. Annual Rental for First (5)-Year Period (Lease Years 1 through 5). For the first five (5) years of the Lease term, beginning upon the commencement date hereof, LESSEE shall pay to STATE an annual rental in the sum of SEVENTY-ONE THOUSAND, THREE HUNDRED EIGHTY-FIVE AND 60/100 DOLLARS (\$71,385.60), payable in monthly payments of \$5,948.80, in advance, based upon a ground rental rate of \$2.08 per square foot, per annum for the Premises.

2. Annual Rental for the Second (5)-Year Period (Lease Years 6 through 10). For the second five (5) years of the Lease term, beginning upon the first day of the sixth (6th) year of the Lease term, LESSEE shall pay to STATE an annual rental in the sum of EIGHTY-TWO THOUSAND, NINETY-THREE AND 44/100 DOLLARS (\$82,093.44), payable in monthly payments of \$6,841.12, in advance, based upon the product of the annual rental for the fifth (5th) year of the Lease term (\$6,841.12) and 115%.

3. Annual Rental for the Third (5)-Year Period (Lease Years 11 through 15). For the third five (5) years of the Lease term, beginning upon the first day of the eleventh (11th) year of the Lease term, the annual land rental shall be determined separately when due in accordance with Article VI. (Reopening of Rent) herein.

4. Annual Rental for the Fourth (5)-Year Period (Lease Years 16 through 20). For the fourth five (5) years of the Lease term, beginning upon the first day of the sixteenth (16th) year of the Lease term, LESSEE shall pay to STATE an annual rental of 115% times the annual rental for the last year of the immediately preceding five-year period.

5. Annual Rental for the Fifth (5)-Year Period (Lease Years 21 through 25). For the fifth five (5) years of the Lease term, beginning upon the first day of the twenty-first (21st) year of the Lease term, the annual land rental shall be determined separately when due in accordance with Article VI. (Reopening of Rent) herein.

6. Annual Rental for the Sixth (5)-Year Period (Lease Years 26 through 30). For the sixth (5) years of the Lease term, beginning upon the first day of the twenty-sixth (26th) year of the Lease term, LESSEE shall pay to STATE an annual rental of 115% times the annual rental for the last year of the immediately preceding five-year period.

B. Discounted Lease Rental Amounts Based on General Aviation Uses. It is understood by the parties hereto that because LESSEE's private aviation activities and services are in the field of "General Aviation", the ground rental for the First Ten Years of the Lease as set forth in Article V.A. (Annual Ground Rental), represents no less than fifty percent (50%) of the fair market rental for similar property on and outside of the Airport at the commencement of this Lease.

For the purposes of this Lease, "General Aviation" means and is defined to include the private and personal, non-commercial operation and use of any aircraft owned or operated by the LESSEE.

C. Rent Commencement. The rental payment shall commence on the day LESSEE physically occupies the Premises (beneficial occupancy) or one year from the effective date of this Lease, whichever occurs sooner.

D. Waiver of Rent. STATE agrees that the ground lease rents payable to STATE by LESSEE as set forth and prescribed by Article V.A.1. (Annual Rental for First (5)-Year Period) will be waived at the beginning or commencement date of this Lease for: (a) a period of twelve (12) months; or (b) until LESSEE first physically occupies and uses the demised Premises for the purpose(s) or use(s) as stated in Article III. (Use of Premises) herein, after receiving or being given such right by STATE, whichever occurs first.

E. General Payment Provisions.

1. Time of Payment. The rental, fees, and other charges required herein shall be paid monthly, in advance, but not more than one year in advance, on the first day of each and every month of each and every year of the Lease term hereof.

2. Place of Payment. All payments of money, including rental payments, required to be made by LESSEE to STATE hereunder, shall be made when due in legal tender of the United States of America, at STATE's office at the Airport, or at such other place as STATE may designate in writing.

3. Late Payment; Delinquent Accounts. Without prejudice to any other remedy available to STATE, LESSEE agrees, without further notice or demand, as follows:

a. Interest Charges. In addition to any late or delinquent payment, LESSEE agrees to pay interest to STATE at the rate of twelve percent (12%) per annum, on the outstanding delinquent balance of each of LESSEE's delinquent accounts; and

b. Service Charges. To pay such other charges as may be prescribed by HAR adopted by the STATE.

4. Delinquent Payment Defined. The term "delinquent payment", as used herein, means any payment of rental, fees, interest or service charges, and other charges or amounts payable by LESSEE to STATE, which are not paid when due, as prescribed in this Article V. (Rental).

5. Accrued Rental, Fees, and Other Charges. The expiration or sooner termination of this Lease by the lapse of time, or otherwise, shall not relieve LESSEE of its obligation to pay any and all rental, fees, interest or service charges, and other charges or amounts accrued during a period in which this Lease is or was in effect, and which are unpaid at the time of any such expiration or termination.

6. Pro Rata Payment. If this Lease terminates without fault of LESSEE on any day other than the last day of any calendar month, the applicable rents and other charges for said month shall be paid pro rata in the same proportion that the number of days this Lease is in effect for that month bears to the number of days in that month.

F. Additional Charges. In addition to the right of STATE to charge and collect upon demand interest and fees as provided in this Article V.E.3.a. (Interest Charges) and Article V.E.3.b. (Service Charges) or to terminate this Lease pursuant to Article XX. (Termination by STATE) hereof, STATE may levy on and collect from LESSEE a charge of TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) per day, paid in legal tender of the United States of America, for each and every day LESSEE is in violation of any of the agreements, covenants, promises, provisions, requirements, reservations, restrictions, stipulations, terms, or conditions of this Lease; provided, however, that there shall be no levy unless the violation(s) continues beyond the period specified in Article XX. (Termination by STATE) hereof, for remedial action(s); and provided, that separate charges may be levied by STATE for violations of separate provisions by LESSEE even though the violation(s) may be concurrent. Payment of the additional charges by LESSEE shall be due and payable to STATE on demand and shall bear interest when not paid at the same rate and in the same manner as for unpaid rentals as prescribed and set forth in Article V.E.3.a. (Interest Charges).

G. Return of Prepaid Rental. In the event this Lease is terminated prior to its expiration for any cause except LESSEE's default, all unearned, prepaid rentals received by STATE from or on behalf of LESSEE hereunder shall be returned or refunded to LESSEE.

ARTICLE VI. REOPENING OF RENT

A. Two (2) Five (5)-Year Periods. The ground rental for the two five (5)-year periods beginning with the eleventh (11th) and twenty-first (21st) year of the Lease term, shall be 100% of the fair market rental at the time of each reopening

B. Determination of Rent. Except as provided herein, the provisions in Chapter 658A, HRS, shall be followed. At least six (6) months prior to the time of reopening, the fair market rental shall be determined by an appraiser whose services shall be contracted for and paid by the STATE, and the LESSEE shall be promptly notified by certified mail, return receipt requested, of the fair market rental as determined by STATE's appraiser; provided, that should the LESSEE fail to notify STATE in writing, within thirty (30) days after LESSEE's receipt thereof that LESSEE disagrees with the fair market rental as determined by STATE's appraiser and that LESSEE has appointed its own appraiser to prepare an independent appraisal report, then the fair market rental as determined by STATE's appraiser shall be deemed to have been accepted by LESSEE and shall be the fair market rental as of the date of reopening. If LESSEE has notified STATE and appointed LESSEE's appraiser as stated hereinabove, LESSEE's appraiser shall complete its appraisal and the two appraisers shall then exchange their reports within forty-five (45) days after the date of LESSEE's appointment of the LESSEE's appraiser.

The two appraisers shall review each other's reports and make every effort to resolve whatever differences they may have. However, should differences still exist fourteen (14) days after the exchange, the two appraisers shall within seven (7) days thereafter appoint a third appraiser who shall also prepare an independent appraisal report based on the review of the two appraisal reports prepared and any other data said third appraiser deems relevant and appropriate. The third appraiser shall be furnished with the comparables used by the other two appraisers without identification as to which comparables were used by each appraiser. Copies of the third appraiser's report shall be furnished to the first two appraisers within forty-five (45) days after the third appraiser's appointment. Within twenty (20) days after receiving the third appraisal report, all three shall meet and determine the fair market rental of the Premises. The fair market rental as determined by a majority of the appraisers shall be final and binding upon STATE and LESSEE, subject to vacation, modification or correction in accordance with the provisions of Sections 658A-19, 658A-20, 658A-22 and 658A-23, HRS. LESSEE shall pay for its own appraiser, STATE shall pay for its own appraiser, and the cost of the services of the third appraiser shall be borne equally by STATE and LESSEE. Until the successful conclusion of the rental reopening and re-determination process as described herein, all appraisal reports shall be confidential and shall not become part of the public record of STATE; provided, however, following the successful conclusion of the reopening and re-determination process, the appraisal reports shall become part of the public record of STATE.

In the event that the appraisers are unable to determine the fair market rental before the reopening date, or by the foregoing prescribed time, whichever is later, LESSEE shall pay the fair market rental as determined by STATE's appraiser for the reopening until the new rent is determined and thereafter the rental paid by LESSEE shall be subject to retroactive adjustments appropriate to reflect the fair market rental determined as set forth hereinabove. The failure of LESSEE or LESSEE's appraisers to comply with the procedures set forth above shall constitute a waiver of LESSEE's right to contest the rent determined by STATE's appraiser for the reopening, and the LESSEE shall pay said rent as determined by STATE's appraiser without any retroactive adjustments. Alternatively, STATE may treat such failure to comply as a breach of this Lease and may terminate this Lease.

ARTICLE VII. IMPROVEMENTS

A. Acceptance of Premises. LESSEE has examined and knows of the condition of the Premises and takes the Premises in its existing form, content and state of condition without any representation by or on behalf of STATE, and LESSEE agrees that STATE shall not be liable for any latent, patent or other defects in, on, over or under the Premises, including easements and appurtenances thereto. LESSEE releases and discharges any claims, rights, and actions LESSEE may have with respect to the condition of the Premise.

B. In General. LESSEE shall, at LESSEE's sole cost and expense prepare the ground surface of the demised Premises, construct, erect, and install buildings, structures, utility lines, and other improvements on the Premises for the purposes denoted in Article III. (Use of Premises) herein, subject to all applicable easements and restrictions, if any, as shown

and delineated on Exhibit B attached hereto and hereby made a part hereof, and any and all other covenants, terms, and conditions that may be required or imposed by STATE. The construction, erection, and installation of the Leasehold Improvements must receive STATE's prior written approval and must meet or satisfy applicable County building standards and specifications, State of Hawaii, Department of Health, and FAA rules and regulations.

C. Environmental Report. Prior to the commencement of any construction work on its Leasehold Improvements, LESSEE shall, at LESSEE's sole cost and expense, provide or submit to STATE a Final Environmental Assessment or Final Environmental Impact Statement or other appropriate environmental report, if so required by STATE and/or another governmental agency. The required assessment, statement, or report shall be prepared by LESSEE or LESSEE's agent and processed through appropriate governmental agencies, including the Department of Health, State of Hawaii, for STATE's final written approval at LESSEE's sole cost and expense.

D. Improvement Plans.

1. LESSEE's Plans. All designs, plans, drawings, specifications, cost estimates, schedules, and timetables, together with a detailed plot plan and layout, for and relating to the construction and installation of LESSEE's Leasehold Improvements at, in, on, over, or under the Premises, shall hereinafter be referred to collectively as "LESSEE's Plans".

2. Properly Licensed. A properly licensed architect or engineer must prepare LESSEE's Plans. Properly licensed contractors must construct, erect, and install LESSEE's Leasehold Improvements.

3. Submittal Deadlines. LESSEE shall submit to STATE, LESSEE's Plans for STATE's prior written approval within four (4) months from the Commencement Date of this Lease. LESSEE shall submit to STATE, LESSEE's Plans covering any other subsequent portion of the Premises within fifty (50) calendar days after LESSEE receives STATE's written request to submit such LESSEE's Plans for STATE's review and approval.

4. Compliance with Development Standards. LESSEE shall obtain STATE's prior written approval for LESSEE's Plans and LESSEE's Leasehold Improvements, including all initial and subsequent construction, repair, refurbishment, or installation of improvements at, in, on, over, or under the Premises and all such improvements, except as otherwise stated herein or hereafter, must: (a) be of high quality; (b) incorporate quality materials; (c) be completed with first-class workmanship; (d) meet applicable County building codes, standards, and specifications; and, except as otherwise stated herein, (e) adhere to and completely comply with and satisfy STATE's: (i) Development Standards for Leased Airport Property (Appendix A); and, (ii) Tenant Improvement Guidelines (Appendix B), hereinafter referred to collectively as the "Development Standards", all of which are attached hereto and hereby made a part hereof, including any and all subsequent amendments and other design development guidelines adopted by STATE.

5. Plans Reviewed by DCAB. To ensure compliance with the requirements outlined in “Design and Construction Requirements as required under Hawaii Revised Statutes §103-50” (Appendix C), LESSEE shall obtain prior written approval for LESSEE’s Plans and LESSEE’s Leasehold Improvements, including all initial and subsequent construction, repair, refurbishment, or installment of improvements at, in, on, over, or under the Premises from DCAB.

6. STATE’s Approval. STATE shall not unreasonably withhold approval for LESSEE’s Plans. STATE may reasonably withhold such approval, including, without limitation, if, in the sole discretion of STATE, such construction, erection, or installation will be:

a. Structurally Unsafe. Structurally unsound or unsafe or hazardous for human use or occupancy; or,

b. Violation of Lease. Not in compliance with any requirement of this Lease; or,

c. Building, Electrical, Plumbing, Health, and/or Fire Code Violations. Not in compliance with the building, electric, plumbing, health, and fire codes, regulations, standards, or specifications of the County or the State of Hawaii; or,

d. Development Standards Violation. Not in compliance with the Development Standards, including STATE’s requirements relating to the development of facilities, which effectively and harmoniously matches the external architecture of other similar portions of the Airport at which the facilities will be constructed, erected, or installed; or,

e. Violation of FAA Requirements. Not in compliance with any rule, regulation, or order of the FAA; or,

f. Violation of Any Other Federal Requirement. Not in compliance with any federal law, code, statute, rule, regulation, or order.

7. STATE’s Disapproval. If STATE disapproves of LESSEE’s Plans, STATE shall give LESSEE written notice of STATE’s disapproval, which notice shall state the reason or reasons for STATE’s disapproval of LESSEE’s Plans. LESSEE shall thereupon prepare and submit to STATE new or revised LESSEE’s Plans as shall reasonably satisfy STATE’s prior objections.

8. Compliance with STATE’s Design Standards. Prior to submitting LESSEE’s Plans to STATE for the purpose of obtaining STATE’s written approval, such plans, drawings, and specifications must comply with, meet, or completely satisfy all of the following design standards:

- a. Structure. All construction, erection, and installation shall be structurally safe, sound, and non-hazardous.
- b. Workmanship. All construction, erection, and installation shall be of new materials and first-class workmanship.
- c. Materials. LESSEE's Leasehold Improvements and other improvements shall be constructed of prefabricated metal or concrete block or any similar fireproof material approved, in writing, by STATE, with concrete floors, for the storage or handling of flammable fluids, chemicals, or lubricants and aircraft servicing and maintenance.
- d. Setbacks. The LESSEE shall comply with the STATE's minimum setback requirement, as provided in the Development Standards for Leased Airport Property (Appendix A), herein.
- e. Utility Lines. Utility lines shall be located above or underground.
- f. Grease Traps. Grease traps shall be constructed to collect all spills of petroleum products.
- g. Drainage. Surface drainage from wash areas shall not be discharged outside the Premises.
- h. Security Fencing. In the event LESSEE is required to install additional security fencing mandated by federal or State of Hawaii laws, rules, or regulations, LESSEE shall complete the installation of said fencing with the required chain-link fence, and where necessary for airport security purposes, with three (3) strands of barbed wire or with other security walls, barricades, and fencing that meet airport standards, all as approved, in writing, by STATE. Fences between the Premises and adjacent property shall be constructed, erected, or installed directly on the property lines, with all costs and expenses for such construction, erection, or installation shared equally by LESSEE and lessee of the adjacent property, if there is an adjoining lessee at the time LESSEE constructs, erects, or installs the required fencing. If there is no adjoining lessee, LESSEE shall be responsible for all costs and expenses for the installation of the security fencing. LESSEE's failure to conform to security regulations may subject STATE to a monetary fine, as imposed or prescribed by a government agency. LESSEE shall reimburse STATE for any fines so paid by STATE, or at the sole discretion of STATE, STATE may assess LESSEE the fine and LESSEE shall be liable and shall assume responsibility to pay such fine directly to the citing government agency. Failure of LESSEE to reimburse STATE within thirty (30) calendar days after STATE's demand for reimbursement is made to LESSEE shall be cause for a charge by STATE and/or termination of this Lease as provided in Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

i. Height Limitations. All Leasehold Improvements, including all buildings and other improvements on the Premises, shall not exceed the airport height limitation prescribed by STATE or the FAA, or cause a hazard to air safety, as prescribed and set forth in Article XXXVIII. (Approach Protection) hereof, or pursuant to any federal, State of Hawaii, or county law, statute, ordinance, rule, or regulation.

j. Signs. Subject to the provisions of Article XI. (Signs), hereof, signs bearing LESSEE's name or business name shall not exceed the allowable overall size set by County building codes and shall not be located higher than the top of LESSEE's Leasehold Improvements. Illuminated, neon, or other similar signs are prohibited. Prior to the erection, installation, or placement of any sign by LESSEE, LESSEE must first obtain STATE's written approval of each sign's design, graphics, color, layout, and method of mounting.

k. Easement. Structures or foundations comprising LESSEE's Leasehold Improvements, including all buildings and other structures on the Premises, shall not be built, constructed, erected, installed, or placed over any pipeline or other utility conduit easement or within any aircraft approach/takeoff clear zone or other setback area without LESSEE first obtaining STATE's prior written approval.

l. Landscaping. For the enhancement and beautification of the Premises, LESSEE shall landscape and maintain all open and unpaved areas of the Premises with grass, ground cover, bushes, shrubbery, trees, and other types of foliage.

9. Time Limit to Complete Construction.

a. Leasehold Improvements. LESSEE shall complete the construction and installation of its Leasehold Improvements at, in, on, over, or under the Premises within one (1) year from the commencement date of this Lease.

b. Failure to Complete. STATE may, at its sole discretion, approve an extension of time for LESSEE to complete the construction and installation of its Leasehold Improvements for reasonable, unforeseen delays caused by nature or labor disputes or other reasons deemed acceptable to STATE and outside LESSEE's control; provided, however, that: (1) LESSEE submits a written request to STATE prior to the expiration of the one-year time limit to complete construction and installation of its Leasehold Improvements; and (2) the extension of time is granted, in writing, by STATE, and does not exceed a maximum of ninety (90) calendar days in length. If LESSEE fails to completely construct and install its Leasehold Improvements at, in, on, or over the Premises by the deadlines set forth above, STATE may, at its sole discretion, send a written notice of default under this Lease to LESSEE. If LESSEE fails to cure this default as required under this Lease, STATE may terminate this Lease or assess and collect from LESSEE, the ground lease rents waived at the beginning or commencement date of this Lease under Article V.D. (Waiver of Rent), any and all charges related to defaults under this Lease, including the additional charges under Article V.F. (Additional Charges), and such other charges as may be assessed under the provisions of Article XX. (Termination by STATE), or resort to any other remedy available to STATE or some combination of all remedies.

c. Delay of Completion. Should significant delays occur which prevent or hinder LESSEE from completing the construction and installation of its Leasehold Improvements at, in, on, or over the Premises, in a timely and reasonable manner, STATE may, at its sole discretion, in writing, waive or reduce the minimum improvements requirement, unless the delay is caused by LESSEE. STATE shall be the sole judge of whether a delay is caused by LESSEE.

d. Removal of Temporary Contractor's/ Construction Office Trailer, Shed, or Other Structure. LESSEE shall not leave on the Premises, after the one-year limit to construct its Leasehold Improvements, as prescribed herein (or approved extension period), any container, office trailer, contractor's shed, lean-to, shelter, or other structures, construction materials, equipment (including heavy equipment), or parts used during the construction period, nor shall any temporary office trailer, cargo container, or like structures or enclosures be erected, installed, or placed on the Premises for the remaining Lease term, or any portion thereof, without the prior written approval of STATE. Failure by LESSEE to completely abide by or comply with this subsection of this Article VII. (Improvements) shall be a violation of this Lease and shall give STATE the right to assess a penalty and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and XX. (Termination by STATE), respectively, hereof.

E. Construction Program.

1. STATE Approval of Leasehold Improvements. Prior to the commencement of any work being done, LESSEE shall obtain STATE's written approval of LESSEE's Plans covering the portion of the Premises upon which such work is to be done, and shall obtain all licenses and permits required by any government authority (whether federal, State of Hawaii, municipal or county). LESSEE's Plans shall employ optimum essentials of aesthetics, quality of materials and equipment, convenience, function, and design and shall be compatible in such respects with those of the Airport and the Development Standards.

LESSEE shall not install any antenna or aerial wires, or radio or television equipment, or any other type of telecommunication or other equipment, inside or outside of the Premises without the prior written approval of STATE, and upon such terms and conditions that may be prescribed by STATE in each and every instance.

2. Plans and Specifications. LESSEE shall, at its sole cost and expense, employ competent and properly licensed architects, engineers, and interior designers who will prepare LESSEE's Plans, including, without limitation, architectural, interior, exterior and engineering designs, detailed plans, specifications, and cost estimates of all Leasehold Improvements and Personal Property to be installed at, in, on, over, or under the Premises. LESSEE shall, at its sole cost and expense, prior to the start of construction, obtain all necessary licenses and permits required by any government authority (whether federal, State of Hawaii, municipal or county). LESSEE shall submit five (5) sets of LESSEE's Plans for review and approval by STATE in accordance with a time schedule furnished by STATE.

All of LESSEE's Plans shall be first submitted to STATE and DCAB for written approval before LESSEE awards, issues, or lets any and all contracts for the construction of the Leasehold Improvements or enters into any and all contracts for the purchase of any Personal Property to be installed at, in, on, over, or under the Premises.

3. Adherence to LESSEE's Plans. No substantial change, addition, or alteration shall be made in LESSEE's Plans so approved without first obtaining STATE's approval in writing. No Leasehold Improvements or other improvements or Personal Property other than as contemplated herein shall be constructed, erected, installed, or placed at, in, on, over, or under the Premises without the prior written consent of STATE and any and all terms and conditions relating thereto imposed by STATE shall become terms and conditions hereof, as if they had been originally stated in this Lease.

4. Future Work. After construction or installation and completion of its Leasehold Improvements and Personal Property, as approved by STATE, LESSEE shall not make any structural alterations (including, without limitation, ceilings, walls, and floors) to any portion of the Premises without first obtaining STATE's written consent; provided, however, that LESSEE may make nonstructural alterations which LESSEE deems necessary for the conduct and operation of LESSEE's private aviation activities at the Airport in accordance with Article VII.H.6. (Damage Repair); provided, however, that LESSEE reports to STATE all nonstructural alterations and submits to STATE the costs thereof.

5. Governmental Approvals. LESSEE, at its sole cost and expense, shall also procure all governmental approvals and permits necessary for the construction, erection, installation, or placement of its Leasehold Improvements and Personal Property at, in, on, over, or under the Premises.

6. Submittals Required Upon Completion. Upon completion of the construction, erection, installation, or placement of its Leasehold Improvements and Personal Property, LESSEE shall, within thirty (30) calendar days thereafter, at no cost or expense to STATE, furnish STATE:

a. Certificate. A certificate certifying that LESSEE's Leasehold Improvements and Personal Property have been constructed, erected, installed, or placed in accordance with the approved LESSEE's Plans and in strict compliance with all laws, statutes, and ordinances, and governmental rules, regulations, codes, directives and orders;

b. As-builts. Two complete sets of as-built construction drawings, specifications and plans, including, but not limited to, architectural, mechanical, plumbing, and electrical drawings, plans and specifications, containing a separate stamp from LESSEE's licensed architect or engineer after the date construction, including subsequent additions or alterations thereto, has been completed or accompanied by an attestation from both LESSEE and either LESSEE's architect or engineer that such submitted drawings constitute true and accurate representations of the as-built condition of the Leasehold Improvements and LESSEE's Personal Property, and one complete set in Computer Aided Design (CAD) format

which complies with STATE's current CAD standards. The construction as-built drawings must include any and all applicable governmental approval or permit numbers, the Leasehold Improvements and LESSEE's Personal Property constructed, erected, installed, or placed by LESSEE at, in, on, over, or under the Premises, and the location and details of construction or installation of all equipment, utility lines, and heating, ventilating, and air-conditioning ducts and related appliances. LESSEE shall keep said drawings current by updating the same in order to reflect thereon any changes or modifications which may be made in or to the Premises.

Failure by LESSEE to submit LESSEE's Plans, and/or complete LESSEE's Leasehold Improvements, and/or tender such as-built drawings, plans, and specifications and improvement costs within the prescribed times shall constitute a violation of this Lease and give STATE the right to assess a charge and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

c. Field Changes, Updates and Revisions. As construction, erection, installation, or placement of the Leasehold Improvements and Personal Property, including counters, partitions, and furnishings, and the interior design and decor, is later completed, but within the first year of this Lease, a record of the in-place costs shall be submitted by LESSEE to STATE, and if requested by STATE, LESSEE shall provide duplicate receipted invoices for all materials, construction and installation costs incurred which LESSEE's records as capital expenditures as part of its Leasehold Improvements and Personal Property at, in, on, over, or under the Premises.

F. Minimum Investment in Improvements. LESSEE shall, within twelve (12) months of the date of commencement of this Lease, invest the sum of not less than ONE MILLION FIVE-HUNDRED THOUSAND AND NO/DOLLARS (\$1,500,000.00) for upgrading and improving the Premises and constructing its Leasehold Improvements, and shall submit within such time to STATE an itemized statement of the "in-place" costs of the upgrades, improvements, and construction so completed. This requirement to report said costs shall also apply to any and all subsequent renovations, additions, or alterations made thereto, and LESSEE's itemized cost statement shall be due and delivered to STATE no later than thirty (30) days after completion of such subsequent renovations, additions, or alterations.

Failure by LESSEE to observe the requirements of this Article VII.F. (Minimum Investment in Improvements) within the one (1) year limit for the initial upgrade, improvement, and construction, unless extended by STATE, and the thirty (30)-day limit for subsequent renovation, addition, or alteration shall constitute a violation of this Lease and give STATE the right to assess a penalty and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

G. Title.

1. Leasehold Improvements. Subject to the provisions of Article XIV. (Surrender of Premises) hereof, title to any and all of LESSEE's Leasehold Improvements, including fixed additions and trade fixtures, constructed, erected, installed, or placed by LESSEE, at LESSEE's sole cost and expense, at, in, on, or over the Premises shall remain with LESSEE during the term of this Lease. Title to any and all of the Leasehold Improvements at the expiration or sooner termination of this Lease shall vest, at the sole discretion of STATE, in STATE, free and clear of any and all claims, liens, judgments, and encumbrances. However, at least six (6) months prior to the expiration or earlier termination of this Lease, by written notice, STATE may inform LESSEE of any Leasehold Improvements it will not take title to when this Lease expires or terminates. LESSEE shall remove any such Leasehold Improvements within ninety (90) days after the expiration or sooner termination of this Lease. Should LESSEE fail to remove any of the identified Leasehold Improvements that STATE will not take title to within ninety (90) days after this Lease expires or terminates, STATE may remove the same at the sole cost and expense of LESSEE, with no liability to the STATE. Title to any of the Leasehold Improvements not identified to LESSEE in accordance with this Article VII.G.1. (Leasehold Improvements) shall, vest in STATE.

2. Personal Property. Subject to the provisions of Article XIV. (Surrender of Premises) hereof, title to any and all Personal Property constructed, erected, installed, or placed by LESSEE, at LESSEE's sole cost and expense, at, in, on, or over the Premises shall remain in LESSEE during the term of this Lease.

3. Bill of sale. At the expiration or sooner termination of this Lease and at the request of STATE, LESSEE shall without further compensation deliver to STATE a bill of sale or other appropriate document evidencing the vesting of title to all Leasehold Improvements in STATE's name, at no cost to STATE; provided further, however, that upon the termination of this Lease, for any reason whatsoever, LESSEE shall comply with any requirement of STATE to remove, at LESSEE's sole cost and expense, all or any portion of the Leasehold Improvements at, in, on, over, or under the Premises, including, without limitation, any building, structure or other improvement erected, constructed, or installed by LESSEE upon the Premises, that STATE requires LESSEE to so remove, in accordance with Article VII.G.1. (Leasehold Improvements).

4. Sale of Personal Property. If LESSEE expects to, contemplates, or could sell, transfer, or convey title to and interest in any trade fixture or any Personal Property purchased by, used, and installed by LESSEE at LESSEE's own expense upon the Premises, as part of any assignment of this Lease, it shall be LESSEE's sole responsibility to submit to STATE evidence of the item and the purchase price paid by LESSEE for such trade fixture and other Personal Property within thirty (30) calendar days from said purchase. LESSEE's failure to submit the necessary information and evidence to STATE within the prescribed time limit will discharge STATE from any obligation or duty to consider the adjusted depreciated cost of any said trade fixture, other Personal Property, or item in a lease assignment or transfer pursuant to Article XXX. (Assignment and Subletting) hereof.

H. Maintenance and Repair.

1. LESSEE'S General Obligations. LESSEE shall, at all times and at its sole cost and expense, properly upkeep and maintain in good repair and in a clean and orderly condition and appearance all portions of the Premises, including, without limitation: (a) all Leasehold Improvements; (b) all Personal Property; (c) all mechanical room equipment such as, but not limited to, heat exchanges, fans, controls and electric panels; (d) obstruction lights and similar devices, fire protection and safety equipment, and all other like equipment required by any law, statute, rule, regulation, order, or ordinance; (e) any of the following located in or on the Premises: fences, exterior and interior walls, windows, operating mechanisms of and attachments to windows and skylights, screens, roofs, foundations, steel work, columns, doors, partitions, floors, ceilings, fixtures, inside and outside paved and unpaved areas, landscaping, glass of every kind, and utility, mechanical, electrical and other systems; and, (f) all areas within the Premises, particularly those adjacent to the entrances and exits, including keeping them free of obstructions. LESSEE shall take the same good care of the Premises that would be taken by a reasonably prudent owner who desired to keep and maintain the same so that at the expiration or sooner termination of this Lease, the Premises will be in a condition similar to that which existed at the commencement of this Lease, or in the case of any and all Leasehold Improvements made during the Lease term, in as good condition as at the time of the construction or installation thereof, ordinary wear and tear excepted, which does not adversely affect the structural integrity of, or materially and adversely affect the efficient or proper utilization of, any part or portion of the Premises.

2. Preventative Maintenance. To accomplish this requirement, LESSEE shall establish an adequate preventative maintenance program, and the provisions of LESSEE's program shall be subject to periodic review and approval by STATE.

3. Maintenance. LESSEE's maintenance and repair obligation hereunder shall include, without limitation, the interior and exterior cleaning of all windows, entrances, and exits of the Premises, including the extended surface areas adjacent and surrounding such entrances and exits, doors (exterior and interior), and the cleaning and repair of all floors, walls (exterior and interior), ceilings, roofs, lighting, decor, and Personal Property. Maintenance, repairs, replacements, and restoration done or made by LESSEE shall be in a quality and class not inferior to the original material and workmanship. LESSEE shall pay promptly the cost and expense of such maintenance, repairs, replacements, and restoration.

4. Refurbishment. Refurbishing shall include, without limitation, all refinishing, repairs, replacement, redecorating, and painting necessary to keep and maintain the Premises in a first class condition.

5. Failure to Comply. If LESSEE fails to properly perform and complete its maintenance, repair, and refurbishment obligation hereunder, particularly with respect to nonstructural repairs, replacement, redecorating, and painting, within a period of ten (10) calendar days after LESSEE receives written notice from STATE of such failure by LESSEE, STATE may, at its option, and in addition to all other remedies which may be

available to STATE, repair, replace, rebuild, redecorate, or paint any portion of the Premises included in said notice from STATE to LESSEE, and the cost thereof, plus fifteen percent (15%) for administrative overhead, shall be paid by LESSEE to STATE upon demand from STATE.

6. Damage Repair. LESSEE shall suffer no strip or waste of the Premises, and shall repair, replace, rebuild, restore, and paint all or any part or portion of the Premises that may be damaged or destroyed by the acts or omissions of LESSEE, LESSEE's officers, employees, agents, contractors, invitees, and guests. Any and all structural repairs, alterations, and additions to be made by the LESSEE to, at, in, or on the Premises, and any and all other such work which is non-structural and costs \$1,000.00 or more, shall be subject to the requirements of this Article VII. (Improvements) herein, and all such work must receive the prior written consent of STATE.

7. Removal of Leasehold Improvements. LESSEE shall, upon notice from STATE, promptly remove any and all Leasehold Improvements, and other structures and facilities not authorized by this Lease, or repair, replace, or restore any and all Leasehold Improvements which may, by reason of use or negligence of LESSEE, become, in the opinion of STATE, unsound, unsafe, or hazardous, and in case of LESSEE's failure to remove or repair, replace, or restore the same, STATE may remove or repair, replace, or restore such Leasehold Improvements and other structures and facilities without liability to LESSEE or others for damages, and LESSEE shall pay the cost of such removal or repair, replacement or restoration as additional rent.

8. Safety Equipment. LESSEE shall, at its sole cost and expense, provide and maintain all obstruction lights and similar devices, all fire protection and safety equipment, and all other equipment of every kind and nature required by any law, rule, order, ordinance, resolution, or regulation.

9. STATE's Security Fence. If STATE erects any security fence that connects to or runs along the LESSEE's Premises, LESSEE shall, at its sole cost and expense, maintain all portions of said security fence designated by the STATE. LESSEE shall also maintain security in such a manner that unauthorized persons shall not have access to any secured or restricted areas of the Airport, including all airport operations areas through the Premises, and LESSEE's officers, employees, agents, contractors, invitees, and guests, and any other party acting on behalf of or with the permission of LESSEE shall be under the control, supervision, or guidance of LESSEE when entering any such secured or restricted areas of the Airport, including all airport operations areas. LESSEE shall enter into any separate supplemental agreement required by STATE or TSA covering Airport security requirements. LESSEE's failure to observe any Airport security requirement shall constitute a violation of this Lease and give STATE the right to assess a penalty and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

10. Sidewalks. LESSEE shall clean and maintain, and repair, if damaged by LESSEE, and/or LESSEE's officers, employees, agents, contractors, invitees, and/or guests, any and all sidewalks, or any part or portion thereof, fronting the Premises.

11. Landscaping. LESSEE shall maintain and properly care for any and all landscaping at, in, on, or over the Premises and shall periodically (at least monthly) remove weeds and other noxious vegetation that may appear on the Premises and along the perimeter of the Premises. LESSEE shall also remove from the Premises, at the same time, any junk, litter, abandoned or damaged motor vehicles, trade fixtures, furnishings, furniture, equipment, and other personal property, excess material, leaking containers or other similar items and/or equipment, vehicle parts, and machinery that are unsightly, dangerous, in disrepair, unclean, and/or inoperative.

ARTICLE VIII. GENERAL RIGHTS AND RESPONSIBILITIES OF LESSEE

LESSEE shall have the right with respect to the Premises herein to do or perform any of the following things upon the covenants, terms, and conditions hereinafter set forth below:

A. Communications, Equipment, and Rights-of-Way. LESSEE shall have the right to install, maintain and operate such aviation radio, communications, and meteorological and aerial navigation equipment and facilities, as LESSEE may deem necessary or convenient for LESSEE's private aviation activities, subject to the prior written consent of STATE as to the location, manner of installation, and type thereof, which consent shall not be unreasonably withheld.

Such equipment and facilities may be located without additional charge or fee in or on any portion of the Premises, or, upon payment of the applicable rent for such additional area(s), at such other location(s) at, in, or on the Airport, if any, as may be requested by LESSEE and consented to in writing by STATE.

In the event that STATE constructs or installs, or hereafter voluntarily and not at the request of LESSEE constructs or installs upon the Premises or elsewhere at the Airport, conduits, ducts, or other facilities and appurtenances and equipment for use in common by aircraft operators (including LESSEE) for the installation of wires, cables, pneumatic tubes, or similar communication connections, LESSEE may use such conduits, ducts or other facilities, appurtenances, and equipment for the purpose for which they are provided, if and to the extent that space therein is available, and subject to rules promulgated by STATE, upon payment of any rental, charge, or fee for the use of such conduits, ducts, facilities, appurtenances, and equipment, as STATE may prescribe; and provided that LESSEE shall pay the cost of pulling or installing its wires, cables, pneumatic tubes, or similar communication connections through such conduits, ducts, facilities, appurtenances, and equipment, and the cost of installing brackets or any incidental equipment or facilities not provided by STATE, and any other cost in connection with the aforesaid installations; and provided, further, that LESSEE shall be solely responsible for any damage to the ducts, conduits, facilities, appurtenances and equipment, and to any other facilities installed therein, caused by LESSEE's acts or omissions, or those of LESSEE's officers, employees, agents, and/or contractors.

LESSEE shall also have the right to use rights-of-way at locations hereafter designated, in writing, by STATE, and with the prior written consent of STATE either for the exclusive use of LESSEE or for use in common with others. LESSEE, with the prior written consent of STATE, shall have the right to use conduits, ducts, pipes, wires, cables, or similar installations, and facilities, including, but not limited to, equipment and facilities related to or incidental to communications, controls, teletypes, telephones, interphone, and pneumatic tubes, between the places where such equipment and facilities have been installed in the Premises and the place where such equipment and facilities have been installed in space leased to LESSEE for its exclusive use elsewhere at the Airport.

LESSEE shall pay a reasonable rental for the use of such conduits, ducts, pipes, wires, cables, installations and facilities, easements, and rights-of-way.

B. Architects, Contractors, and Builders. LESSEE shall have the right to employ such architects, contractors, or builders as LESSEE shall deem necessary or desirable in connection with the authorized construction, installation, alteration, modification, repair, or maintenance of any and all Leasehold Improvements at, in, on, over, or under the Premises; provided, however, that any such architects, contractors, or builders shall be properly licensed in the State of Hawaii and otherwise competent in their respective professions or trades.

C. Other Activities. LESSEE shall have the right to do and perform any of the things described in or authorized pursuant to Article III. (Use of Premises) and this Article VIII. (General Rights and Responsibilities of LESSEE), utilizing any and all personnel, aircraft and aircraft parts, supplies, and services of LESSEE, for or with respect to any other person or business at the Airport.

ARTICLE IX. TAXES

A. Taxes and Assessments. LESSEE shall pay in full any and all taxes and assessments levied or assessed upon LESSEE and/or the Premises, including, but not limited to, Federal income taxes, State of Hawaii income and general excise taxes, and County real property taxes, before the delinquent date thereof, and, subject to the provisions of Article XX.A.11. (Failure to Pay Taxes) hereof, LESSEE shall indemnify, defend, keep, save, insure, and hold STATE and the Premises harmless against any and all attachments, claims, or liens related to or connected with such taxes, charges, and/or assessments and all expenses resulting therefrom, including reasonable attorney's fees. LESSEE shall have the right to contest the amount or validity of any such tax, charge, and/or assessment by appropriate legal proceedings in LESSEE's own name.

B. Tax Clearances. LESSEE shall, upon demand by STATE, present evidence, such as tax clearances from the respective tax offices, to STATE, demonstrating LESSEE's payment of all applicable Federal, State of Hawaii, County, County of Maui, County of Hawaii, and County of Kauai taxes prior to the commencement date of the Lease and for any other year or series of years during the term of this Lease.

ARTICLE X. PROHIBITED ACTS

LESSEE shall not perform any service nor use the Premises for any purpose not enumerated in Article III. (Use of Premises) hereof, or not authorized pursuant thereto.

A. Nuisance. LESSEE shall commit no actionable nuisance or do any act that results or may result in the creation or commission or maintenance of a nuisance at, on, in, or over the Premises, and shall not do or permit to be done anything which may result in the creation or commission or maintenance of any such nuisance on the Premises. Further, LESSEE shall also not cause, produce, or permit to be caused or produced upon the Premises, or to emanate therefrom, any offensive sounds, or any noxious or objectionable smoke, gases, vapors, or odors.

B. Illegal Acts. LESSEE shall not use the Premises, or any part or portion thereof, or permit the same to be used by any of LESSEE's sublessees, tenants, officers, employees, agents, contractors, invitees and/or guests for any illegal act or purpose.

C. Discrimination. LESSEE shall not use the Premises in support of any policy which discriminates against anyone based upon race, creed, color, national origin, sex, age, or a physical disability.

D. Equal Treatment. LESSEE shall furnish services on a fair, equal, and nondiscriminatory basis to all parties, and shall charge fair, reasonable, and nondiscriminatory prices for each unit or service; provided, however, that the LESSEE may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reduction to volume purchasers.

E. Security. LESSEE shall not allow entry to the airport operations area of the Airport or any other secured or restricted areas of the Airport through the Premises by any unauthorized persons and ground vehicles.

F. Lodging. The Premises may not be used as a hotel, motel, inn, hostel, bed and breakfast, temporary or legal residence, or any similar boarding or lodging.

G. Alcoholic Beverages. The consumption of alcoholic beverages by anyone at, in, or on the Premises is prohibited at all times.

H. Interference. LESSEE shall not interfere with the effectiveness of, or access to utilities, air conditioning, elevators, or escalators, including facilities, structures, lines, equipment, conduits, and appurtenances, connected or appurtenant thereto, in or adjacent to the Premises, the free access and passage in and to the Premises or public areas adjacent thereto, or in the streets or sidewalks adjoining the Premises.

I. Overload. LESSEE shall not overload any floor, or place loads upon any floor, wall, or ceiling of any building or other structure situated at, upon, or within the Premises that may endanger such building or other structure.

J. Obstruction. LESSEE shall not obstruct any sidewalk, walkway, or passageway in front of, within, or adjacent to the Premises.

K. Effect on Insurance. LESSEE shall not act or permit the doing of any act or thing upon the Premises that will either increase the premium rate of, be contrary to, or invalidate any fire, casualty, and/or liability insurance policies either required herein or carried by STATE, if any, covering the Premises, together with any and all buildings and other structures and improvements situated thereon. LESSEE shall, in connection herewith, obey, observe, and adhere to: (1) any and all present and future laws, statutes, orders, decisions, rules, and regulations of the State of Hawaii; (2) any and all present and future rules and regulations of STATE and the Airport; (3) any other governmental authority; and (4) any and all present and future requirements and directions of fire and other underwriters on applicable insurance policies of STATE and LESSEE, which may pertain or apply to the Premises and LESSEE's use of and operation upon the Premises and Airport.

L. Vending Machines. LESSEE shall not install, maintain, operate, or permit the installation, maintenance, or operation of any currency, coin, token, or credit card-operated vending machine or device, for the purpose of vending or providing any product, including food and beverage items, or service (for the purposes hereof, amusement or entertainment shall be deemed a service) upon any part or portion of the Premises or the Airport, without the prior written approval of STATE. Vending machines include, but are not limited to, newspaper racks, and other currency and coin-operated devices.

The LESSEE shall further observe, comply with, and abide by that certain Settlement Agreement, dated July 28, 1993 (as amended by Amendment 1 (5-31-1995), and Amendment 2 (8- 1-2012), made by and between the Hawaii State Committee on Blind Vendors, the Hawaii Blind Vendors Association, Walter Ishikawa, Charlotte Kauhana, Esron Nihoa, Yoshiko Nishihara, Mirian Onomura, Clyde Ota, Alice Scharr, Warren Toyama, Filo Tu, and Jeanette Tu, the Department of Human Services, State of Hawaii, and the Department of Transportation, State of Hawaii, together with the attached Schedules and Exhibits, hereinafter referred to as the "Blind Vendors Agreement", which is hereby incorporated herein and made part of this Lease by this reference, affecting the installation and operation of other vending machines, which LESSEE may desire to have and use on the Premises or at the Airport.

M. Promotional Medium Restriction. LESSEE shall not use any advertising or promotional medium that may be seen, heard, or otherwise experienced outside the Premises, such as searchlights, barkers, or loudspeakers.

N. Distribution of Handbills. LESSEE shall not distribute handbills or promotional circulars to patrons of the Airport, or engage in any other advertising at, upon, or within the Airport, except as may be specifically permitted under this Lease.

O. Recruitment. LESSEE shall not engage in any activity outside the Premises for the recruitment or solicitation of business.

P. Injury to Reputation. LESSEE shall not act or permit acts to be done that will injure the reputation of STATE, the Airport, or the appearance of the Airport. LESSEE shall not, without the prior written consent of STATE, reference STATE or the Airport for any purpose other than the address of the Premises occupied by LESSEE, nor shall LESSEE do or permit anything which in the judgment of STATE may reflect unfavorably on STATE or the Airport, or confuse or mislead the public as to the relationship between STATE and LESSEE.

ARTICLE XI. SIGNS

A. STATE's Approval. LESSEE shall not erect, construct, install, or place any signs or displays upon any part or portion of the Airport, except at, in, or upon the Premises, unless otherwise first approved in writing by STATE.

1. LESSEE's Cost. LESSEE shall have the right to erect, construct, install, place, maintain, and operate at, in, or upon the Premises, at LESSEE's sole cost and expense, signs containing LESSEE's name or business name.

2. Conformity. Signs shall be substantially uniform in size, type, and location with those of other businesses and tenants at the Airport, and conform to STATE's Signage and Graphics Manual. The number, general type, size, design, and location of such signs shall be subject to the prior written approval of STATE. The location and placement of approved signs by LESSEE are subject to change as deemed necessary by STATE. LESSEE shall, at its sole cost and expense, promptly remove, move, or relocate a sign upon receipt of a notice to do so by STATE.

3. Submit Drawings. Prior to the erection, construction, or placing of any such signs or displays, LESSEE shall submit to STATE, for STATE's review and approval in writing, drawings, sketches, design dimensions, type, and character of the proposed sign(s) or display(s). Any conditions, including a requirement that such sign(s) or display(s) be multilingual, restrictions, or limitations imposed by STATE, as part of STATE's written approval, shall become conditions on the use of such sign(s) and display(s) as if specifically set forth at length herein.

B. Removal of Signs. Upon the expiration or the sooner termination of this Lease, LESSEE, if requested by STATE, shall: (1) remove, obliterate, or paint out any and all signs, posters, and similar devices, and any and all displays installed, placed, or affixed by LESSEE at, in, or upon the Premises; and (2) restore any and all wall or surface areas to which signs, posters, and similar devices, and any and all displays which may have been attached or affixed, all to the satisfaction of STATE. If LESSEE fails to so remove, obliterate, or paint out each and every sign, poster, piece of advertising, display, or similar device in a manner satisfactory to STATE after being so requested by STATE, STATE may perform such removal work, and LESSEE shall immediately pay to or reimburse STATE for any and all costs and expenses so incurred by STATE, upon demand from STATE.

Nothing contained in this Article XI. (Signs) shall limit nor is construed to limit, the effect of the covenants and provisions of Article XIV. (Surrender of Premises) hereof.

ARTICLE XII. INGRESS AND EGRESS

A. Reasonable Access. LESSEE and LESSEE's officers, employees, agents, contractors, invitees, and guests, in common with others, shall have the nonexclusive right of ingress to and egress from the Premises and such other parts or portions of the Airport area to or from which such persons shall reasonably require ingress or egress, in such manner, upon such terms, and at such locations as STATE may from time to time designate; provided, however, that the aforementioned right of ingress and egress, as it applies to the suppliers of any flammable fuel or other such products or materials, shall be subject to the prior written permission of STATE.

B. Subject to Rules. The privilege of ingress and egress at the Airport shall be subject to the rules and regulations of STATE, now in effect or which may hereafter be adopted or amended, for the safe and efficient operation of the Airport.

C. Right to Alter Access. STATE may, at any time, temporarily or permanently, close, consent to close, or request the closing of any roadway and any other area at the Airport, presently or hereafter used as such, so long as a reasonable alternative means of ingress and egress remains available to LESSEE.

D. LESSEE's Release. LESSEE hereby releases and discharges STATE and STATE's successors and assigns, of and from any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses, including attorneys' fees and other legal or court costs, and demands therefor, which LESSEE may now, or at any time hereafter, have against STATE and STATE's successors and assigns, arising or alleged to have arisen out of the closing of any street, roadway, sidewalk, walkway, or access area or other area, whether within or outside the Airport.

E. No Rent Relief. LESSEE in entering into this Lease with STATE, recognizes STATE's right and responsibility to provide convenient and efficient public access and thoroughfare and, therefore, acknowledges STATE's right to adjust, amend, alter, or otherwise revise pedestrian and vehicular traffic patterns in the best interest of the operation of the Airport as determined by STATE. LESSEE shall have no claim for any rebate or adjustment of rents or fees owed to STATE for any changes that may arise as a result of STATE's adjustment or revision to pedestrian and vehicular traffic routes on the Airport.

ARTICLE XIII. LIABILITY AND INDEMNITY

A. Assumption of Liability. The use of the Airport and the Premises by LESSEE and LESSEE's officers, employees, agents, contractors, invitees, and guests, in common with others, shall be at the sole risk of LESSEE.

B. Indemnity. STATE shall not be liable for, and LESSEE shall, protect, defend, save, hold harmless and indemnify STATE, STATE's officers, employees, agents, guests and STATE's successors and assigns, and State of Hawaii's directors, officers, agents, elected officials, boards (including the Land Board), and employees, from and against any and all claims, demands, suits, actions, causes of action, judgments, liabilities, losses, damages, costs and expenses, including without limitation, costs of suits and fees directly relating thereto and reasonable attorney's fees, claimed by anyone by reason of actual or alleged injury to or death of persons, including, but not limited to, actual or alleged, work-related injuries or death suffered by employees of the LESSEE, or actual or alleged damage to or destruction of property, including but not limited to, property of the LESSEE, sustained in, on, over, under, or about the Premises or the Airport, as a result of or related to the LESSEE's use and occupancy of the Premises, or use of any other portions of the Airport, or any act or omission of the LESSEE or the LESSEE's agents, officers, employees, contractors, invitees, and guests.

This provision shall not be construed to be a limitation of any other indemnity by the LESSEE as may be contained in Article XV.B.6. (LESSEE's Indemnification), Article XV.C.13. (Release and Indemnity), or Article XXVIII. (Litigation), or anywhere else within this Lease.

C. LESSEE's Release. LESSEE does hereby release, without limitation, STATE and STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, elected officials, boards (including the Land Board), employees, and agents from any and all actions, causes of action, claims, damages, demands, judgments, liabilities, losses, suits, costs, and expenses, including attorneys' fees and other legal and/or court costs, and demands therefor, that may arise during the term of this Lease from damage to or destruction of LESSEE's property that is not the result of, or caused by the sole negligence of STATE or STATE's officers, employees, agents, contractors, invitees, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, elected officials, boards (including the Land Board), employees and agents.

ARTICLE XIV. SURRENDER OF PREMISES

A. In General. LESSEE shall yield and deliver peaceably to STATE possession of the Premises on the date of the expiration or sooner termination of this Lease, promptly and in the same condition as at the commencement of this Lease, or in the case of any Leasehold Improvements, as at the time of the installation or construction of such Leasehold Improvements, excepting reasonable wear arising from the use of the Premises to the extent permitted elsewhere in this Lease, and damage resulting from causes over which LESSEE had no control. The Premises shall be clean and clear of any and all trash, debris, abandoned items, trade fixtures, equipment, appliances, furniture, junk and other similar and like items. All gates, doors and locks shall be secured, and the keys turned in to STATE.

LESSEE shall have the right at any time during this Lease to remove, and if so directed by STATE shall remove from the Premises, on or before the expiration or sooner termination of this Lease, all of LESSEE's Personal Property, any Leasehold Improvements deemed by STATE to be non-conforming or unauthorized, such removal to be completed in such a manner as to cause no damage to the Premises or to the Airport, and in the event of any such damage, LESSEE agrees, at its sole cost and expense, to repair the same.

LESSEE shall remove all its Personal Property, including but not limited to facilities for used oil or other substances, and hazardous and toxic materials, on and below ground, within thirty (30) days after the expiration or sooner termination of this Lease and as further described in Article XV.C. (Compliance with Environmental Matters) hereof. If LESSEE fails or neglects to so properly remove, STATE, at its sole option in any combination or selection, may either: (1) remove and dispose of the same and charge the cost of such removal and disposal to LESSEE, which cost LESSEE hereby agrees to pay; (2) consider the same to be abandoned and take title thereto; or (3) give LESSEE additional time as may be needed under the circumstances, not to exceed thirty (30) days, and charge LESSEE the proportionate rental fee, based upon the then current rental values at the Airport for the thirty (30)-day period, which rental fee the LESSEE hereby agrees to pay.

B. Hold Over. In the event LESSEE shall, with the consent of STATE and Land Board, if required, hold over and remain in possession of the Premises after the expiration or sooner termination of this Lease, such hold over shall not be deemed a renewal or extension of this Lease, but shall only create a tenancy from month to month on the same terms, conditions, and covenants in effect immediately prior to the commencement of such holding over, including LESSEE's payment of the rentals and fees existing immediately prior to the holding over, except that: (1) payment shall be due and payable in advance, on the first day of each month; and (2) STATE may, upon thirty (30)-day advance written notice, after the hold over commences, amend and increase the rentals and fees payable by LESSEE to the comparable charges at, in, or on the Airport at that time.

C. Environmental Compliance Prior to LESSEE's Surrender. LESSEE shall observe, comply with, and completely satisfy all of the Environmental/Hazardous Substances requirements prescribed and set forth in Article XV.C. (Compliance with Environmental Matters) hereof, prior to returning the Premises to the control and jurisdiction of STATE.

ARTICLE XV. COMPLIANCE WITH LAWS

A. In General. LESSEE and LESSEE's officers, employees, agents, contractors, invitees, and guests shall, at all times during and throughout the term of this Lease, and with respect to all phases of its performance under this Lease, fully and completely observe, comply with, and satisfy all applicable laws, statutes, codes, ordinances, orders, rules, and regulations of all governmental authorities, including, without limitation, the United States of America, the State of Hawaii, and the County, and any political subdivision, or agency, authority, or commission thereof, which may have jurisdiction to pass laws, statutes, codes, or

ordinances, or make and enforce orders, rules, and regulations with respect to: (1) the Premises and the Airport; (2) all phases of LESSEE's conduct of its private aviation activities; (3) LESSEE's maintenance and repair of the Premises; and (4) LESSEE's performance under this Lease.

LESSEE shall also: (1) obtain and keep current all licenses and permits required by any governmental authority (whether federal, State of Hawaii, municipal, or county) for the conduct of LESSEE's private aviation activities at, in, on, or over the Premises and at the Airport; and (2) promptly pay when due, any and all required rentals and other fees and charges.

Notwithstanding the foregoing covenants, provisions, and requirements, LESSEE shall have the right, in its own name, to contest, in good faith, the validity or applicability of any law, statute, code, ordinance, order, decree, rule, or regulation of any governmental body or agency pertaining to the Premises, and LESSEE's conduct of its private aviation activities thereon. The fact that LESSEE may, in connection with such contest, refrain from complying with such law, statute, code, ordinance, order, decree, rule, or regulation, shall not affect in any way LESSEE's obligation to: (1) refrain from subjecting any part or portion of the Premises to forfeiture or loss; and (2) pay the required rentals and other fees and charges prescribed and set forth in Article V. (Rental) hereof.

B. Compliance with Americans with Disabilities Act.

1. LESSEE's Warranty. LESSEE agrees that it shall conduct its private aviation activities and occupy or use the Premises in accordance with: (a) the ADA, including, without limitation, modifying the LESSEE's policies, practices, and procedures, and providing auxiliary aids and services to disabled persons; and (b) the ADAAG.

2. Accessible Services. LESSEE acknowledges that, pursuant to the ADA, programs, services, and other activities provided by a public entity, whether directly or through a contractor, must be accessible to the disabled public. LESSEE shall provide the services or conduct its private aviation activities as specified in this Lease in a manner that complies with the ADA, and any and all other applicable Federal, State of Hawaii, and local disability rights legislation. LESSEE agrees not to discriminate against disabled persons in the provision of services, benefits, or activities provided under this Lease, and further agrees that any violation of this prohibition on the part of LESSEE, and LESSEE's officers, employees, agents, contractors, invitees, guests, successors, and assigns shall constitute a material breach of this Lease.

3. ADA Audit. LESSEE shall conduct and complete, at LESSEE's sole cost and expense, an audit as required under the ADA identifying and describing the architectural barriers to disabled access which must or should be removed, which audit shall be subject to STATE's review and approval. LESSEE agrees to remove, at LESSEE's sole cost and expense, all such barriers identified and described in the audit approved by STATE.

4. LESSEE's Alterations. With respect to all work required to be performed by LESSEE in preparing the Premises for LESSEE's occupancy and use, including, without limitation, the construction, installation, renovation and/or refurbishment of any and all Leasehold Improvements at, in, on, over, or under the Premises, LESSEE agrees to complete such work in full compliance with the ADA and ADAAG. Upon STATE's request, LESSEE shall provide STATE with evidence reasonably satisfactory to STATE that all such work by LESSEE was completed in compliance with the ADA and ADAAG. LESSEE further agrees that any and all such future alterations, renovations, and improvements made by LESSEE to the Premises shall comply with the ADA and ADAAG.

5. Notice. STATE and LESSEE agree to promptly give written notice to the other (not to exceed three [3] consecutive, calendar days), of any and all notices which STATE or LESSEE receives alleging ADA violations.

6. LESSEE's Indemnification. LESSEE shall indemnify, defend, keep, save, and hold STATE and STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, elected officials, boards (including the Land Board), employees, and agents, harmless from and against any and all actions, causes of action, claims, demands, lawsuits, judgments, liabilities, losses, damages, costs, and expenses, including any and all attorneys' fees and demands therefor, resulting or arising from LESSEE's failure or alleged failure to observe, comply with, and completely satisfy LESSEE's obligations hereunder with respect to the ADA and ADAAG.

This provision shall not be construed to be a limitation of any other indemnity by the LESSEE as may be contained in Article XIII.B. (Indemnity), Article XV.C.13. (Release and Indemnity), or Article XXVIII. (Litigation), or anywhere else within this Lease.

C. Compliance with Environmental Matters.

1. Compliance with Environmental Laws. Lessee agrees, at its sole cost and expense, to comply with all environmental laws applicable to its occupancy, activities, operations, and use of the Premises, that is the subject of this Lease. This duty shall survive the expiration or termination of this Lease, which means that LESSEE's duty to comply with environmental laws shall include complying with all environmental laws that may apply, or be determined to apply, to the occupancy and activities of LESSEE on the Premises after the expiration or termination of this Lease. Failure of the LESSEE to comply with any environmental laws shall constitute a violation of this Lease and gives the STATE the right to assess a penalty and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE) and take any other action at law or in equity it deems appropriate.

2. Hazardous Substances. LESSEE shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substance, or allow the same by any of its officers, employees, agents, contractors, invitees, guests, or successors and assigns, on, in, over, under, or about the Premises without first obtaining prior written consent of STATE, which consent may be withheld by STATE in its sole discretion, and complying with all environmental laws, including giving all required notices, reporting to, and obtaining licenses and permits required by any government authority (whether federal, State of Hawaii, municipal, or county), from all appropriate authorities, and complying with all provisions of this Lease.

3. Notice to STATE. LESSEE shall keep STATE fully informed at all times regarding all matters related to any environmental laws affecting LESSEE or the Premises. This duty shall include, but not be limited to, providing STATE with a current and complete list and accounting of all Hazardous Substances of every kind which are present on, in, over, under, or about the Premises, together with evidence that the LESSEE has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required by any federal, State of Hawaii, or county authority under any authority or environmental laws. LESSEE shall provide said list and accounting at the commencement of this Lease, and shall update said list and accounting whenever any Hazardous Substance not accounted for by LESSEE is present on or about the Premises by any means. LESSEE shall also provide immediate written notice of any investigation, enforcement action, compliance order, or order of any type, or any other legal action, initiated, issued, or any indication of an intent to do so, communicated in any way to LESSEE by any federal, state or county authority or individual that relates in any way to any environmental law or any Hazardous Substance. This written notice to STATE shall include copies of all written communications from any federal, State of Hawaii or county agency or authority, including copies of all correspondence, claims, complaints, warnings, reports, technical data and any other documents received or obtained by LESSEE. At least thirty (30) days prior to termination of this Lease, or termination of the possession of the Premises by LESSEE, whichever occurs first, LESSEE shall provide STATE with written evidence satisfactory to STATE that LESSEE has fully complied with all environmental laws, including any orders issued by any governmental authority that relate to the Premises.

4. Disposal/Removal. Except the possession and handling of Hazardous Substances for which LESSEE is exempt, and those Hazardous Substances for which LESSEE has obtained all required licenses and permits to store or use certain Hazardous Substances on the Premises, including written permission from STATE, LESSEE shall cause any Hazardous Substances to be removed and transported from the Premises for disposal solely by duly licensed Hazardous Substances transporters to duly licensed facilities for final disposal, as required by all applicable environmental laws. LESSEE shall provide STATE with copies of documentary proof including manifests, receipts or bills of lading, which reflect that said Hazardous Substances have been properly removed and disposed of in accordance with all environmental laws.

5. Environmental Investigations and Assessments. LESSEE, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Premises to determine the presence of any Hazardous Substance on, in, or under the Premises as may be directed from time to time by STATE, in its sole discretion, or by any federal, State of Hawaii or county agency or authority. The extent and number of any environmental investigations and assessments, including all testing and analyses incident thereto, shall be determined by STATE or the federal, State of Hawaii or county agency or authority directing said investigations and assessments to be conducted. LESSEE shall retain a competent, certified and qualified person or entity that is satisfactory to STATE or government authority, as the case may be, to conduct said investigations, assessments, testing and analyses incident thereto. LESSEE shall direct said person or entity conducting those assessments, investigations, tests and analyses to provide the STATE or governmental authority, if so requested, with testable portions of all samples of any soils, water, ground water or other material that may be obtained for testing and provide to the STATE and government authority with the written results of all assessments, investigations, tests and analyses on said samples upon completion of said testing.

6. Remediation. In the event that any Hazardous Substance is used, stored, treated, disposed on the Premises, handled, discharged, released, or determined to be present on the Premises, LESSEE shall, at its sole expense and cost, remediate the Premises of any Hazardous Substance, and dispose/remove said Hazardous Substance in accordance with Article XV.C.4. (Disposal/Removal). This duty to remediate includes strict compliance with all environmental laws, as well as any directives by STATE to LESSEE to remediate Hazardous Substance. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is satisfactory to STATE and all other governmental authorities, as the case may be. If LESSEE conducted an initial baseline site assessment of the Premises which includes soil and ground water analyses for Hazardous Substances at the commencement of this Lease or the LESSEE's occupancy, whichever shall have first occurred, to the satisfaction of STATE, and established a Hazardous Substance Baseline, LESSEE shall be responsible for remediation and restoration of the Premises to the extent it is necessary to remediate and restore the Premises to the condition that existed on the Premises at the commencement of LESSEE's occupancy or term of this Lease, whichever shall have first occurred, as shown by said initial Baseline Environmental Site Assessment.

7. Hazardous Substances Baseline for Premises. LESSEE shall establish, at its sole cost and expense, a Hazardous Substances baseline acceptable to STATE. The Hazardous Substance baseline shall consist of the following reports: (a) Phase 1 Baseline Environmental Site Assessment Report hereinafter referred to as the "Phase 1 Baseline Report"; and (b) if necessary, a Phase 2 Baseline Environmental Site Assessment Report, hereinafter referred to as the "Phase 2 Baseline Report", both of which must be acceptable to STATE, as necessary, and must cover the Premises at the Airport. Both the Phase 1 Baseline Report and the Phase 2 Baseline Report must be handled, prepared, and certified by a qualified, professional person(s), or firm experienced in environmental investigation, assessment, clean-up, decontamination, and remediation matters relating to Hazardous Substances. LESSEE shall: (a) submit to STATE the name, address, and qualifications of the qualified professional person(s) or firm, together with a scope of work; and (b) obtain STATE's prior written approval (which

shall be at STATE's sole discretion) before permitting such person(s) or firm to commence work hereunder. The Phase 1 Baseline Report must consist of and include a study and evaluation of: (a) measurements taken, and the assessment of the presence and impact of any and all Hazardous Substances at, in, on, over, or under the Premises; and (b) the storage, escape, disposal, discharge, spillage, or release of Hazardous Substances therefrom, if any, caused or permitted by the previous lessee, tenant, licensees, permittee, or user of the Premises. The Phase 1 Baseline Report shall be completed and delivered to STATE not more than thirty (30) calendar days after the commencement of this Lease. The Phase 2 Baseline Report, if necessary, shall be completed and delivered to STATE not more than sixty (60) calendar days after the commencement of this Lease. The foregoing baseline environmental site assessment reports are hereinafter referred to collectively as the "Hazardous Substances Baseline." If the Hazardous Substances Baseline is acceptable to STATE, at the expiration or sooner termination of this Lease, STATE will only hold LESSEE responsible for the clean-up, decontamination, remediation, and/or removal of any and all Hazardous Substances at levels in excess of the Hazardous Substances Baseline; provided, that LESSEE was not the previous lessee, tenant, permittee, or user of the Premises.

8. Closure Report. Immediately prior to the expiration or sooner termination of the Lease, LESSEE shall, at LESSEE's sole cost and expense, conduct, and prepare a thorough Environmental Site Assessment Closure Report that shall be prepared, handled, and certified for LESSEE by a qualified, professional firm or person(s) acceptable to STATE and experienced in environmental investigation, clean-up and remediation matters relating to Hazardous Substances. LESSEE shall submit the name, address, and qualifications of the qualified firm or person(s), together with a scope of work, to STATE for STATE's prior written approval, which approval shall be at STATE's sole discretion. The Environmental Site Assessment Closure Report shall be subject to STATE's prior written approval, and shall contain a study and evaluation of, measurements taken at, and assessment of the impact and presence of any and all Hazardous Substances, at, in, on, over or under the Premises at the Airport, and the escape, disposal, discharge, spillage, and release of Hazardous Substances therefrom, caused or permitted by LESSEE. This report shall be delivered to STATE at least forty-five (45) business days prior to the expiration or sooner termination of this Lease.

9. No Waiver. LESSEE's Liability and Obligation to Duty to Perform. The conduct, preparation, and delivery of any environmental site assessment report including any baseline report and Environmental Site Assessment Closure Report, as required by the preceding Article XV.C.8. (Closure Report), shall not waive or diminish LESSEE's liability, obligation, and duty to perform, at LESSEE's sole cost and expense, any and all environmental clean-up, decontamination, detoxification, remediation, or removal work due to the escape, disposal, discharge, spillage, or release of Hazardous Substances caused or permitted by LESSEE during the conduct or preparation of such reports or the conduct of its private aviation activities at, in, on, or over the Premises at the Airport occurring during LESSEE's use and occupancy of the Premises, up to the day of expiration or sooner termination of this Lease.

10. Restoration and Surrender of Premises. The LESSEE hereby agrees to timely surrender the Premises upon termination of this Lease and, prior thereto, shall restore the Premises, including the soil, water, ground water and structures on, in, or under the Premises to the same condition as the Premises existed at the commencement of this Lease, as determined by STATE, reasonable wear and tear excepted. Said surrender and restoration shall be at the sole cost and expense of LESSEE. This duty to restore the Premises includes remediation as described in Article XV.C.6. (Remediation). This duty also includes, but is not limited to, the removal of all pipes, pipelines, tanks and containers of any kind that the LESSEE has installed or erected on the Premises. In the event LESSEE does not timely restore the Premises to a satisfactory condition, as determined by STATE, LESSEE understands and agrees that STATE may exercise its rights under Article XV.C.12. (STATE's Right to Act) and until such time as the restoration is complete to the satisfaction of STATE, LESSEE shall be liable for lease rent in the same manner and amount as if this Lease had continued in effect during the period of restoration, as well as any other damages and costs that STATE may have incurred, including penalties, fines and assessments related to the Premises which may be imposed on STATE or LESSEE by any governmental authority.

11. Tanks, Pipelines; Inspections and Repairs. Unless STATE agrees in writing prior to their installation, all pipes, pipelines, tanks, containers or conduits of any kind that may at any time have contained, or may have been intended to contain, Hazardous Substances of any type (hereinafter referred to as a "Facility"), that LESSEE intends to install on the Premises must be installed above ground level in such manner that allows for periodic inspection and maintenance of the Facility for purposes of determining the existence of leaks and discharges from, and deterioration of any kind to, and that allows repair of, the Facility. LESSEE shall provide STATE with prior notice of LESSEE's intent to install a Facility to allow STATE ample time, as determined by STATE, to inspect the plans for installation of such a Facility. Said Facility shall not be installed unless and until the Facility, and its manner of installation, is approved by STATE. Within ninety (90) calendar days of the commencement of this Lease, or commencement of possession of the Premises by the LESSEE, whichever first occurs, LESSEE shall submit to STATE a contingency plan to control and remedy any spill, discharge or leak from any Facility on the Premises during the term of this Lease, which plan shall include the cleanup of all Hazardous Substances that may be spilled, discharged or leaked, to the satisfaction of STATE. LESSEE shall also submit to STATE a plan for LESSEE to conduct, or have conducted, regular inspections of all Facilities on or about the Premises for the purpose of prevention of any leak, discharge or spill from said Facilities. Said contingency plan and inspection plan are subject to the approval of STATE. LESSEE shall timely obtain and maintain in effect all required permits, licenses and approvals for such Facilities from any governmental authority. Failure to submit said plans, to comply with said plans, or obtain and maintain all required permits, licenses or approvals shall constitute a violation of this Lease, giving STATE the right to immediately terminate, take possession of the Premises, and pursue any other remedy available to STATE.

12. STATE's Right to Act. In the event LESSEE fails for any reason to comply with any of its duties under this Lease or under any environmental laws within the time set for doing so, or within a reasonable time as determined by STATE, STATE shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. LESSEE hereby grants access to the Premises at all reasonable hours to STATE, its agents and anyone designated by STATE, in order to perform said acts and duties. Any cost, expense or liability of any type that may be incurred by STATE in performing said acts or duties shall be the sole responsibility of the LESSEE, and LESSEE hereby agrees to pay for those costs and expenses, and indemnify, defend, and hold harmless STATE, STATE's officers, employees, agents and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, elected officials, boards (including the Land Board), employees, and agents, for any liability incurred. This obligation shall extend to any costs and expenses incident to enforcement of STATE's right to act, including litigation costs, attorneys fees and the costs and fees for collection of said cost, expense or liability.

13. Release and Indemnity. LESSEE hereby agrees to release STATE, STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, employees, agents, elected officials, boards (including the Land Board), from liability of any kind, including, but not limited to, any liability for alleged or actual damages, penalties, fines, judgments and assessments that may be imposed or obtained by any person, agency or governmental authority against LESSEE or STATE by reason of any Hazardous Substance that may be present by whatever means, on, in, over, under, about or emanating from, the Premises. LESSEE hereby agrees to indemnify, defend with counsel acceptable to STATE, insure and hold harmless STATE, STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, employees, agents, elected officials, and boards (including the Land Board), from any liability that may arise in connection with, or by reason of, any alleged or actual occurrence involving any Hazardous Substance that may be connected to, or related in any way with, the LESSEE's operations, the Premises, STATE's ownership of the Premises, or this Lease, including the presence or alleged presence of any Hazardous Substances in, on, over, under, about or emanating from, the Premises. The parties understand and agree that the intent of this indemnification agreement includes, but is not limited by, those agreements authorized by 42 U.S.C. Section 9607(e) (1), as amended, and any successor section thereof.

LESSEE agrees to indemnify, defend, and hold harmless STATE from any fines or penalties, assessed pursuant to any federal or State of Hawaii laws or regulations against STATE as an owner or operator of a facility or of the Premises, for LESSEE's failure to have, maintain, or comply with any permit or plans due to LESSEE's storage of oil or petroleum, including the Spill Prevention Control and Countermeasure Plan or a Facility Response Plan, if required under 40 CFR Part 112, the Clean Water Act, or any other federal or State of Hawaii laws or regulations.

This indemnity provision shall not be construed to be a limitation of any other indemnity by the LESSEE as may be contained in Article XIII.B. (Indemnity), or Article XV.B.6. (LESSEE's Indemnification), or Article XXVIII. (Litigation), or anywhere else within this Lease.

14. Spill Prevention, Control and Countermeasure. In accordance with the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. Section 1251, et seq.; and 40 CFR, Part 112 often referred to as the Spill Prevention Control and Countermeasure (hereafter "SPCC") Plan regulation, LESSEE agrees at its sole expense and cost to comply with and completely satisfy SPCC rules now or hereafter adopted, amended, or published, throughout the entire term of this Lease. If LESSEE stores oil or petroleum products or by-products in any quantity of less than 1,320 gallons, but has in or on the Premises, at least one of more storage containers or tanks equal to or larger than 55-gallon capacity, LESSEE is required to prepare and implement a written plan which conforms to the SPCC Plan requirements under the portion of the SPCC rules dealing with periodic testing of oil storage containers, providing secondary containment, training of oil handling personnel to prevent the discharge of oil, providing security around oil storage facilities, and maintaining all records pertaining to such matters.

15. National Pollutant Discharge Elimination System. In accordance with the Federal Water Pollution Control Act, also known as the Clean Water Act, 33 U.S.C. Section 1251, et seq.; and the requirements contained in the National Pollutant Discharge Elimination System (hereafter "NPDES") regulations found in the HAR 11-55 and the Appendices thereto, as amended, LESSEE shall obtain a Notice of General Permit Coverage by applying for general permit coverage and shall comply with and completely satisfy all of the NPDES regulations governing general permits and consolidated permits, if applicable, now or hereafter adopted, amended, or published throughout the entire term of the Lease.

16. Burden of Proof. In all instances covered in this Article XV.C. (Compliance with Environmental Matters), LESSEE accepts the burden of establishing that it is not responsible for the existence of Hazardous Substances in the Premises. If LESSEE cannot establish that it is not responsible for the existence of Hazardous Substance in the Premises, LESSEE shall be deemed responsible for the existence of the Hazardous Substances.

D. Airport Security. In addition to the Airport security requirements prescribed in Article VII.D.8.h. (Security Fencing), Article VII.H.9. (STATE's Security Fence), and Article X.E. (Security), LESSEE shall observe, comply with, and completely satisfy all of the security requirements for the Airport, and any and all applicable security access procedures, rules, and/or regulations prescribed by STATE, TSA or other Federal agency. LESSEE accepts liability and responsibility for prohibiting unauthorized persons and vehicles from entering any restricted operations area of the Airport through the Premises.

1. Security Agreements. LESSEE shall enter into security agreements with STATE that may be required by the FAA for Airport security purposes, and said agreements shall become part of this Lease, and the agreements, covenants, promises, provisions, requirements, terms, and conditions contained herein, although executed separately.

2. LESSEE to Maintain Security. LESSEE shall also maintain security in such a manner that unauthorized persons shall not have access to any secure or restricted airport operations area through any part(s) or portion(s) of the Premises. Agents, guests, or any other party acting with the permission or consent of LESSEE, shall be under the control, supervision, or guidance of LESSEE when entering any secure or restricted airport operations area. LESSEE shall enter into any separate supplemental agreement required by STATE or TSA or other Federal Agency that covers Airport security requirements to ensure the protection of the Airport.

3. Failure to Prevent Violations. LESSEE accepts liability and responsibility for: (a) LESSEE's failure to observe, comply with, and completely satisfy any and all Airport security requirements and applicable security access procedures, rules, or regulations prescribed by STATE, TSA, or other Federal Agency; (b) LESSEE's failure to prohibit unauthorized persons and vehicles from entering the Airport's restricted airport operations area through any part(s) or portion(s) of the Premises; and (c) any and all reimbursements to STATE wherein STATE has made direct payments to any citing authority of any fines or penalties for any and all Airport security violations by LESSEE and LESSEE's officers, employees, agents, contractors, invitees, or guests. Failure on the part of LESSEE to observe, comply with, and completely satisfy this security requirement shall give STATE cause to assess a penalty and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

E. Airport Fire. LESSEE shall observe, comply with, and completely satisfy all County, State of Hawaii, and Federal fire codes, and shall be solely responsible for and pay any fines or penalties levied for any and all fire code violations. LESSEE shall also, at its sole cost and expense, provide and install connections and hook-ups to the Airport alarm system, when STATE establishes such a system. STATE's alarm system shall serve as a secondary fire alarm monitoring and indication system. LESSEE, and LESSEE's officers, employees, agents, representatives, and sublessees, are solely responsible for the primary notification and alarm to the appropriate Fire Department Station in case of fire on the Premises.

ARTICLE XVI. RULES AND REGULATIONS

LESSEE shall observe, comply with, satisfy, and obey all rules and regulations of STATE at the Airport, that are now in effect or which may from time to time during the Lease term hereof be reasonably amended, prescribed, or imposed by STATE for the conduct and operations of LESSEE at, in, or on the Airport. LESSEE acknowledges that it is familiar with the rules and regulations of STATE presently in effect at the Airport.

ARTICLE XVII. RIGHTS-OF-ENTRY RESERVED

A. Inspection. STATE, STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, employees, agents, elected officials, and contractors, shall have the right at all reasonable times to enter upon the Premises for the purpose of inspecting the same, for observing the performance by LESSEE of its obligations under this Lease and to service or post or keep posted notices provided by any law, statute, rule or regulations of the State of Hawaii which STATE deems to be for the protection of STATE or the Premises, and for any act which STATE may be obligated to have the right to do under this Lease or otherwise.

B. Maintain Systems. The STATE, and its officers, employees, agents, representatives and contractors and furnishers of utilities and other services, shall have the right on its own behalf, or for the benefit of LESSEE or others at the Airport, to maintain existing and future utility, mechanical, electrical, and other systems and to enter upon said Premises at all reasonable times to make such repairs, replacements or alterations as may, in the opinion of STATE, be necessary or desirable and, from time to time, to construct or install over, in, on, about, or under the Premises, new systems or parts thereof, and to use the Premises for access to other parts of the airport not otherwise conveniently accessible; said work shall in no event unreasonably disrupt or interfere with the operation of LESSEE.

C. No Obligation to Construct or Repair. Nothing in this Article XVII. (Rights-of-Entry Reserved) herein, shall impose or shall be construed to impose upon STATE any obligation to construct or maintain, or to make repairs, replacements, additions, or alterations to the Premises, nor shall STATE's entry upon the Premises, or any part(s) or portion(s) thereof, create any liability for any failure to do so.

D. Showing the Premises. At any time, and from time to time, during ordinary business hours, STATE, its officers, employees, agents, and invitees, or any person acting for on behalf of STATE, whether or not accompanied by interested parties, shall have the right to enter upon the Premises, or any portion thereof, for the purposes of exhibiting and viewing all parts of the same, provided the STATE does not unreasonably interfere with the operations of the LESSEE.

E. No Abatement. No abatement of the required rentals and other fees and charges payable to STATE shall be claimed by or allowed to LESSEE by reason of the exercise by STATE of any or all of the rights contained in this Article XVII. (Rights-of-Entry Reserved); provided, however, that other than for emergency purposes, nothing contained in this Article XVII. (Rights-of-Entry Reserved) shall permit or be construed to permit STATE to exercise any right of access or entry for any of the purposes denoted in this Article XVII. (Rights-of-Entry Reserved), except at reasonable times and in such a manner as to not unreasonably interfere with, or hinder the LESSEE's occupancy, use, and enjoyment of the Premises.

ARTICLE XVIII. UTILITY SERVICES

A. Utility Services to Premises. LESSEE shall be responsible for all necessary excavation for, and the construction, installation, operation, and maintenance of, all mains, pipes, conduits, cables, wiring, and other equipment required to provide utility services in a manner adequate to supply LESSEE's needs therefore, and LESSEE shall have the right and duty to make connection for such utility services from the sources provided or identified by STATE and utility companies.

B. Utility Costs. During and throughout the term of this Lease, LESSEE shall be solely responsible for the payment of all costs related to providing electricity, potable water, sanitary sewage disposal, telephone services, and other public or nonpublic utility services to the Premises, which utility service costs shall include, but not be limited to: meter and utility service deposits, installation fees, and any and all utility service fees and charges, regardless of whether or not such utility services are provided by STATE or by utility service corporations. LESSEE, where applicable, shall pay directly to the utility company or companies or other supplier(s), all charges for such utility service or services.

C. No Liability for Interruption of Utility Services.

1. LESSEE not Relieved. No failure, delay, or interruption in any utility service or services, whether or not such services are supplied by STATE or others, shall relieve or be construed to relieve LESSEE of any of its obligations hereunder, or shall be construed to be an eviction of LESSEE, or shall constitute grounds for any diminution or abatement of the fees and charges provided for herein, or grounds for any claim by LESSEE against STATE for damages (consequential or otherwise), unless first approved, in writing, by STATE.

2. Waiver of Damages. LESSEE hereby expressly waives any and all claims against STATE for damages arising or resulting from any failure, delay, or interruption in any utility service or services (including, without limitation, electric, gas, potable and non-potable water, plumbing, sanitary sewage disposal, telephone, telecommunications, heat, ventilation, air conditioning, etc.), or for the failure or interruption of any public or passenger conveniences. LESSEE's waiver of STATE's liability for uninterrupted utility services shall extend to any failure, delay, or interruption to electric service caused by power spikes or surges, severe climatic, or weather conditions, including, but not limited to, high winds, rainstorms, hurricanes, and other climatic or weather phenomena, or other acts of nature, such as earthquakes and seismic waves (tsunami) affecting the Premises and equipment operated or maintained by LESSEE.

3. Damage Repair. If any damage to any electricity, water, sewer, telephone, or telecommunication service line or facility, or any other utility service line or utility service connection is caused by LESSEE, and/or LESSEE's officers, employees, agents, contractors, invitees, or guests, LESSEE shall, at its sole cost and expense, be responsible for the repair, restoration, or replacement of such utility service line or utility service connection.

ARTICLE XIX. INSURANCE

A. In General.

1. LESSEE's Cost. Prior to the commencement of this Lease, LESSEE shall procure, at its sole cost and expense, and keep in effect at all times during the term of this Lease, the types and minimum amounts of insurance coverage specified herein.

2. No Limitation. LESSEE's procurement and maintenance of insurance, or the delivery of Certified Copies of policies, or the delivery of Certificates of insurance or other written evidence of insurance in form and substance acceptable to STATE shall not be construed as a limitation of any kind on LESSEE's obligation to indemnify, defend, insure, and hold harmless, as may be found under Article XIII.B. (Indemnity), or Article XV.B.6. (LESSEE's Indemnification), or Article XV.C.13. (Release and Indemnity), or Article XXVIII. (Litigation), or anywhere else within this Lease.

3. Form of Policies.

a. Form and Substance. All insurance required to be furnished by LESSEE hereunder shall be pursuant to policies in form and substance satisfactory to STATE, and issued by companies in good standing with the Insurance Division of the Department of Commerce and Consumer Affairs, of sound and adequate Financial Strength Rating and Financial Size Category, licensed and authorized to transact insurance business in the State of Hawaii on an admitted or non-admitted basis, all to the satisfaction of STATE. STATE may, upon reasonable notice and reasonable grounds, increase or change the insurance required hereunder, in which event LESSEE shall comply with the increases or changes within thirty (30) days of written notice of said increases or changes.

b. Required provision. All insurance policies shall:

(1) Additional Insured. Name STATE, STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, agents, elected officials, boards (including the Land Board) and employees as Additional Insured, except with respect to Workers' Compensation and Employers' Liability.

(2) Severability of Interest. Apply separately to each insured against whom claim is made or lawsuit is brought, except with respect to the Limits of Insurance.

(3) Waiver of Subrogation. Contain a waiver of subrogation in favor of STATE, STATE's officers, agents, employees, guests and STATE's successors and assigns, and the State of Hawaii's directors, officers, agents, elected officials, boards (including the Land Board) and employees.

(4) Notification. Provide that STATE shall be notified, in writing, at least sixty (60) calendar days prior to any cancellation, or material change or non-renewal of any such insurance policy.

c. All insurance. All insurance shall:

(1) Primary. Be primary, not in excess of or pro rata, and non-contributing as to and with any other insurance held or maintained by STATE.

(2) No Premiums. Not require STATE to pay any premiums.

(3) No Partnership. The inclusion of STATE, STATE's officers, employees, agents, and guests, and STATE's successors and assigns, and the State of Hawaii's directors, officers, agents, employees, elected officials, and boards (including the Land Board) as Additional Insured, is not intended to, and shall not make them or any of them, a partner or joint venture with LESSEE in the conduct of LESSEE's private aviation activities, including related functions performed by or on behalf of LESSEE at the Airport.

(4) Deductibles. The insurance required hereunder may provide for reasonable deductibles or self-insured retentions, which are reasonable and prudent in relation to the soundness of LESSEE's financial condition, subject to approval by STATE.

(5) Failure to Obtain. Any lapse in, or failure by LESSEE to procure, maintain, and keep in full force and effect such insurance as is required under this Lease, at any time during and throughout the term of this Lease, shall be a material breach of this Lease and shall give STATE the right to assess additional charges and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof. Should STATE or any of its insurers expend any such funds which would have been or should have been covered by insurance as is required under this Lease, LESSEE agrees to reimburse for such funds and to indemnify, defend and hold harmless STATE and its insurers.

d. Subrogation. STATE agrees to release LESSEE from STATE's claim for loss or damage caused by fire or other casualty covered by property insurance policies, to the extent of any payment received by STATE from the insurers. This release includes also a waiver of subrogation by STATE's insurer of any right of action against LESSEE in the event of such loss or damage and payment therefor to STATE. Said waiver of subrogation is conditional upon acceptance of such waiver by STATE's insurer affected thereby. Evidence of such waiver shall be in writing.

e. Proof of Insurance. LESSEE shall provide proof of all specified insurance and related requirements to STATE either by delivering Certified Copies of policies or Certificates of Insurance in form and substance acceptable to STATE, or by other written evidence of insurance acceptable to STATE. The documents evidencing all specified

types and minimum amounts of insurance coverage shall be submitted to STATE, prior to LESSEE's occupancy and use of the Premises. Each policy, Certificate of Insurance, or other written evidence of insurance shall contain the applicable policy number(s), the inclusive dates of policy coverage and the insurance carrier's name, an original signature of an authorized representative of said carrier, and shall provide that such insurance shall not be subject to cancellation, material change, or non-renewal except after written notice to STATE at least sixty (60) calendar days prior to the effective date thereof. STATE reserves the right to have submitted to it, upon request, all pertinent information about the agent and carrier providing such insurance.

f. Interim Review. LESSEE agrees that the types and minimum amounts of insurance coverage specified by STATE herein shall be reviewed for adequacy from time to time throughout the term of this Lease by STATE who may, thereafter, upon thirty (30) days written notice, require LESSEE to modify the types and minimum amounts of insurance coverage based upon the nature of LESSEE's operation and what a reasonable and prudent owner thereof would typically procure and maintain.

B. Construction. Before commencing with the construction of any initial or subsequent work on LESSEE's Leasehold Improvements or the construction or installation of other improvements, at, in, on, over, or under the Premises, or any part(s) or portion(s) thereof, LESSEE shall require all contractors and subcontractors to procure, at no cost or expense to STATE, and keep in effect at all times during the period of construction and installation, the types and minimum amounts of insurance coverage specified, subject to the same general provisions contained in Article XIX.A. (In General) above, to protect both STATE and LESSEE. LESSEE's contractors and subcontractors are subject to the same insurance requirements of LESSEE, unless otherwise specified herein. If LESSEE or LESSEE's contractors or sub-contractors desires additional coverage, LESSEE and LESSEE's contractors and subcontractors are responsible for the procurement and cost of such additional coverage. STATE retains the right to modify the types and minimum amounts of insurance required of LESSEE's contractors and subcontractors, upon thirty (30) days written notice to LESSEE, based upon the nature of LESSEE's operations and what a reasonable and prudent owner thereof would typically procure and maintain.

The types and minimum amounts of insurance for LESSEE's contractors and subcontractors are as follows:

1. Commercial General Liability ("Occurrence Form"). Minimum limits of \$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage Combined) and \$2,000,000.00 General Aggregate (if applicable), covering Bodily Injury, Property Damage, and Personal/Advertising Injury (subject to a Personal/Advertising Injury Aggregate of at least \$1,000,000.00) arising out of contractor's or subcontractor's Premises, Operations, Products, and Completed Operations. The policy shall include Contractual Liability for Bodily Injury, and Property Damage obligations assumed in the contract or agreement between LESSEE and LESSEE'S contractor or subcontractor, Broad Form Property Damage, coverage for explosion, collapse, and underground hazards "XCU", and Fire Damage Legal Liability (Damage to Rented Premises) of not less than \$50,000.00 Each Occurrence.

2. Automobile Liability. Hawaii No-Fault Automobile Liability insurance, covering any auto (all owned, hired, and non-owned autos), with minimum limits as follows:

a. If operating exclusively outside of the restricted Airport Operations Area (AOA) of the Airport, then a Combined Single Limit not less than \$1,000,000.00 Each Accident (Bodily Injury and Property Damage Combined); or

b. If entering and operating within the restricted AOA of the Airport at any time, then a Combined Single Limit not less than \$5,000,000.00 Each Accident (Bodily Injury and Property Damage Combined).

3. Workers' Compensation and Employers' Liability. Workers' Compensation coverage meeting the statutory requirements of the State of Hawaii and any other state in which employees are hired or work is performed, and including Employers' Liability coverage with minimum limits of \$1,000,000.00 for Each Accident, Disease-Each Employee, and Disease Policy Limit, or as otherwise required by applicable Federal and State of Hawaii laws.

4. Builder's Risk. LESSEE or LESSEE'S contractors shall procure property insurance written on a builder's risk, all risk, or equivalent policy form, including insurance against the perils of fire (with extended coverage) and risks of physical loss or damage including but not limited to theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, testing and startup. Coverage shall also apply to temporary buildings and debris removal, and demolition occasioned by enforcement of any applicable building codes or similar legal requirements. The amount of insurance shall be no less than the initial contract sum, plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a Replacement Cost basis, including reasonable compensation for architect's, engineer's, and similar consultant's services and expenses. This property insurance shall include coverage for portions of the project when stored off site or in transit. Such property insurance shall be maintained until the project is completed or until no person or entity has an insurable interest in the property other than LESSEE and STATE, whichever is later. This insurance shall include the insurable interests of STATE, LESSEE, and LESSEE'S Contractors, Subcontractors, and Sub-subcontractors in the project, as their interest may appear. If this property insurance includes deductible provisions, LESSEE shall pay all deductibles or costs not covered because of such deductible provisions.

5. Professional Liability. When any architects, engineers, construction managers, or other professional consultants are hired by LESSEE or LESSEE's contractors or subcontractors, Professional Liability Insurance covering their errors and omissions shall be maintained with limits of at least \$1,000,000.00 Each Occurrence, and including contractual liability. If or when such policies are renewed or replaced, any policy retroactive date on the renewal or replacement policy must coincide with, or precede the date work started under the contract for professional services. Any claims-made policy which is not renewed or replaced must have an extended reporting period of at least two (2) years.

C. Operation. LESSEE shall, at its sole cost and expense, procure, maintain, and keep in full force and effect during and throughout the term of this Lease, the types and minimum amounts of insurance coverage specified, to protect both STATE and LESSEE, subject to the same general provisions contained in Article XIX.A. (In General) above.

1. Commercial General Liability ("Occurrence Form").

a. Landside Operations. Minimum limits of \$1,000,000.00 Each Occurrence (Bodily Injury and Property Damage Combined) and \$2,000,000.00 General Aggregate (if applicable), covering Bodily Injury, Property Damage, and Personal/Advertising Injury (subject to a Personal/Advertising Injury Aggregate of at least \$1,000,000.00) arising out of LESSEE'S Premises, Operations, Products, and Completed Operations. The policy shall include Contractual Liability for Bodily Injury and Property Damage obligations assumed in the Lease, Broad Form Property Damage, coverage for explosion, collapse, and underground hazards "XCU", and Fire Damage Legal Liability (Damage to Rented Premises) of not less than \$100,000.00 Each Occurrence.

b. Airside Operations. Minimum limits of \$5,000,000.00 Each Occurrence (Bodily Injury and Property Damage Combined) and \$10,000,000.00 General Aggregate (if applicable), covering Bodily Injury, Property Damage, and Personal/Advertising Injury (subject to a Personal/Advertising Injury Aggregate of at least \$5,000,000.00) arising out of LESSEE'S Premises, Operations, Products, and Completed Operations. The policy shall include Contractual Liability for Bodily Injury and Property Damage obligations assumed in the Lease, Broad Form Property Damage, coverage for explosion, collapse, and underground hazards "XCU", and Fire Damage Legal Liability (Damage to Rented Premises) of not less than \$100,000.00 Each Occurrence. The policy shall also include coverage for bodily injury and property damage claims directly or indirectly, occasioned by, happening through, or in consequence of pollution or contamination of LESSEE'S products, including but not limited to fuel, propellants, lubricants, and other petroleum products.

2. Hangarkeeper's Liability. Minimum limits equal to the maximum estimated value of any aircraft that may be in the care, custody and control of LESSEE, or serviced, handled, or repaired by LESSEE at any given time, but in no event less than \$1,000,000.00 Any One Aircraft and \$1,000,000.00 Any One Occurrence.

3. Workers' Compensation and Employer's Liability. Workers' Compensation coverage meeting the statutory requirements of the State of Hawaii and any other state in which employees are hired or work is performed, and including Employers' Liability coverage with minimum limits of \$1,000,000.00 for Each Accident, Disease-Each Employee, and Disease Policy Limit, or as otherwise required by applicable Federal and State of Hawaii laws.

4. Pollution Liability. Minimum limit of \$1,000,000.00 covering bodily injury, property damage (including damage to natural resources), legal expenses, and LESSEE'S obligations to clean-up and/or remediate first- and third-party environmental liabilities or claims resulting from any pollution condition or conditions associated with or

arising out of the LESSEE's premises or operations. Notwithstanding any provisions contained in Article XIX. (Insurance), including but not limited to paragraph A.3.b. (4) (Notification) and A.3.e. (Proof of Insurance), the Pollution Liability Insurance must be for a specific term during which said policy shall irrevocably remain in effect.

5. Buildings and Personal Property. LESSEE shall insure all buildings, structures, completed additions, including fixtures, machinery, and equipment which are a permanent part of buildings, and other Leasehold Improvements, whether owned by STATE or LESSEE, and LESSEE's Personal Property, including but not limited to furniture, fixtures, supplies, computers, other contents, mobile equipment (if not covered by other insurance), and Personal Property of others (other than aircraft) in LESSEE's care, custody, and control, in, on, over, under, or about the Premises, as would be procured and maintained by a reasonable and prudent owner thereof, protecting against Causes of Loss - Broad Form (or equivalent), including but not limited to the perils of fire, lightning, explosion, windstorm (including hurricane), smoke, aircraft or vehicles, riot or civil commotion, vandalism, sprinkler leakage, sinkhole collapse, volcanic action, falling objects, and accidental water damage, on a replacement cost basis. STATE shall be included as a Loss Payee, as its interest may appear. Coverage shall also apply to debris removal, and demolition occasioned by enforcement of any applicable building codes or similar legal requirements.

6. Automobile Liability. Hawaii No-Fault Automobile Liability insurance, covering any auto (all owned, hired, and non-owned autos), with minimum limits as follows:

a. If operating exclusively outside of the restricted AOA of the Airport, then a Combined Single Limit not less than \$1,000,000.00 Each Accident (Bodily Injury and Property Damage Combined); or

b. If entering and operating within the restricted AOA of the Airport, at any time, then a Combined Single Limit not less than \$5,000,000.00 Each Accident (Bodily Injury and Property Damage Combined).

ARTICLE XX. TERMINATION BY STATE

A. Events of Breach or Violation. LESSEE shall be in breach or violation of this Lease and STATE shall have the right to terminate this Lease if any one or more of the following events shall occur:

1. Transfer of Interest. When, without the prior written approval or consent of STATE, any interest of LESSEE under this Lease shall be transferred or assigned, whether voluntarily or involuntarily, by reason of assignment, sublease or otherwise, stock transfer, operation of law, or death, to any other individual, limited or general partnership, joint venture, firm, company, corporation, limited liability company, or any other entity; or,

2. Ownership Change. When the ownership of LESSEE, without the prior written approval or consent of STATE, is changed by inter vivos stock transfer to one or more individuals or entities who are not stockholders at the inception of this Lease, or if LESSEE is a partnership, whether limited or general, by the introduction of a new partner or partners, whether limited or general, who was not a partner or who were not partners at the inception of this Lease; or,

3. Partnership Dissolution. If LESSEE is a partnership of any type, and the partnership is dissolved as a result of any act or omission of its partners or any of them, or by operation of law, or the order or decree of any court having jurisdiction, or for any other reason whatsoever; or,

4. Receivership. When, by or pursuant to, or under authority of any legislative act, resolution, or rule, or any order or decree of any court or governmental board, agency, or officer having jurisdiction, a receiver, trustee, or liquidator shall take possession of all or substantially all of the property of LESSEE, and such possession or control shall continue in effect for a period of at least fifteen (15) consecutive days, without being contested by LESSEE in good faith by proper legal proceedings within said fifteen (15) day period; or,

5. Abandonment. When LESSEE: (a) voluntarily abandons, deserts, or vacates the Premises; or (b) discontinues its private aviation activities at, in, on, or over the Premises; or,

6. Prevented from Use. After exhausting or abandoning any right of further appeal, LESSEE shall be prevented for a period of at least ninety (90) consecutive days by the action of any governmental agency from using the Premises, regardless of the fault of LESSEE; or,

7. Suspension. The happening of any act which results in the suspension or revocation of the rights, powers, licenses, permits, or authorities necessary for LESSEE's conduct of its private aviation activities at, in, on, or over the Premises authorized herein for a period exceeding thirty (30) consecutive days; or,

8. Successor Corporation. LESSEE becomes, without the prior written approval of STATE, a successor or merged corporation in a merger, a constituent corporation in a consolidation, or a corporation in dissolution; or,

9. Attachment. When any attachment, judgment, lien, or encumbrance is filed against LESSEE's interest in the Premises because of any act or omission of LESSEE, and said attachment, judgment, lien, or encumbrance is not discharged or contested by LESSEE in good faith by proper legal proceedings within thirty (30) calendar days; or,

10. Failure to Pay Rent. When LESSEE fails to duly and punctually pay the rentals and other fees and charges required under this Lease, including any interest, service charges, or late fees, or to make any other payment required under this Lease when due to STATE or for failure to make payments within five (5) business days after LESSEE's receipt of a written notice from STATE demanding such payment or payments; or,

11. Failure to Pay Taxes. When LESSEE fails to duly and punctually make payments due to any agency of the State of Hawaii or any political subdivision or county of the State of Hawaii, including, but not limited to, payments for any permit, license or lease, general excise taxes, workers' compensation payments, unemployment taxes, real property taxes, etc., and such payments are not made within thirty (30) calendar days after their due dates; or,

12. Failure to Perform. When LESSEE fails to keep, perform, and/or observe each and every other agreement, promise, covenant, term, or condition set forth in this Lease, on LESSEE's part to be kept, performed, and/or observed, and such failure shall continue for a period of more than thirty (30) consecutive days after LESSEE's receipt of a written notice from STATE of such breach or violation by personal service or registered mail or certified mail to LESSEE, except where fulfillment of LESSEE's obligation requires activity over a period of time, and LESSEE begins to perform whatever may be required for fulfillment within ten (10) calendar days after receipt of said written notice and continues such performance, showing improvement or correction, without interruption except for causes beyond LESSEE's control; or,

13. General Assignment. LESSEE makes a general assignment for the benefit of creditors, or files a petition or answer seeking an arrangement for its reorganization, or the readjustment of its indebtedness under any law or statute of the United States, or any law or statute of the State of Hawaii, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of LESSEE's property or LESSEE's property located at, in, on, over, or under the Premises; or,

14. Lien. Any lien is filed against or affecting the Premises, or any part(s) or portion(s) thereof, because of any act or omission of LESSEE, and such lien is not removed or enjoined, or a bond for satisfaction of such lien is not posted within thirty (30) calendar days.

B. Default and Termination. In the event of any breach or violation due to the occurrence of any of the events enumerated in Article XX.A. (Events of Breach or Violation) herein, STATE may, after the giving of a written Notice of Default in accordance with Section 171-20, HRS, pursue any available remedy, legal or equitable, it may have against LESSEE.

If LESSEE fails to correct the violation(s) contained in the Notice of Default to the satisfaction of STATE, STATE may, without prejudice to any other remedy, elect to:

1. Additional Charge. Assess a charge of Two Hundred Fifty and No/100 Dollars (\$250.00) per day, as prescribed and set forth in Article V.F. (Additional Charges) hereof; and,

2. Termination Letter. Concurrent with or subsequent to the assessment of such additional charges, subject to Section 171-21, HRS, proceed to terminate this Lease by providing a written Letter of Termination and Notice to Vacate to LESSEE.

If this Lease is terminated by STATE because of default, LESSEE will not be allowed to enter into any other lease or contract offered by the State of Hawaii for a period of five (5) years following the date of termination, as prescribed and set forth under Section 171-13, HRS.

C. Right of Re-Entry. STATE shall have, as an additional remedy upon the giving of a written Notice of Termination and Notice to Vacate as provided in Article XX.B. (Default and Termination) herein, the right to re-enter the Premises and every part or portion thereof, respectively, demised under this Lease upon the effective date of termination without further notice of any kind, and may regain and resume possession either with or without the institution of summary or any other legal proceedings or otherwise. Such re-entry, or regaining or resumption of possession, however, shall not in any manner affect, alter, or diminish any of the obligations of LESSEE under this Lease, and shall in no event constitute an acceptance of surrender.

D. LESSEE's Rights Cease. Upon such termination by STATE, all rights, powers, and privileges of LESSEE granted hereunder shall cease. Unless otherwise stated herein, LESSEE shall immediately vacate the Premises occupied and/or used by it under this Lease, and LESSEE shall have no claim of any kind whatsoever against STATE, by reason of such termination, or by reason of any act by STATE incidental or related thereto. In the event of the exercise by STATE of such option to terminate, LESSEE shall have no right to or claim upon the Leasehold Improvements or the value thereof, which may have been previously constructed, installed, erected, or placed by LESSEE at, in, on, over, or under the Premises. STATE may also remove or store any of LESSEE's Personal Property located thereon or therein, at LESSEE's sole cost and expense, without STATE being liable to LESSEE for damage or loss thereby sustained by LESSEE.

E. Waiver of Redemption and Damage. LESSEE waives, releases, and discharges any and all claims it may now or hereafter have relating to STATE's exercise of its rights under this Lease to re-enter and regain and resume possession of the Premises, and to remove LESSEE, the Leasehold Improvements, and LESSEE's Personal Property from the Premises, and store or dispose of any of LESSEE's property, including LESSEE's Personal Property.

LESSEE hereby waives any and all rights of redemption granted by or under any present or future law or statute in the event it is dispossessed for any cause, or in the event STATE obtains or retains possession of the Premises in any lawful manner. LESSEE agrees that in the event the manner or method employed by STATE in re-entering or regaining possession of the Premises gives rise to a cause of action in LESSEE in forcible entry and detainer under the laws of the State of Hawaii, the total amount of damages to which LESSEE shall be entitled in any such action shall be the sum of ONE AND NO/100 DOLLAR (\$1.00), and LESSEE agrees that this provision may be filed in any such action as its stipulation fixing the amount of damages to which it is entitled.

If this Lease is terminated by STATE because of default, LESSEE will not be allowed to enter into any other lease or contract offered by the State of Hawaii for a period of five (5) years following the date of termination, as prescribed and set forth under Section 171-13, HRS.

F. Additional Rights of STATE. STATE, upon termination of this Lease, or upon re-entry, regaining, or resumption of possession of the Premises, may occupy the Premises and use the same. Such occupation by others may be of only a part of the Premises, or the whole thereof, or a part thereof together with other space(s), and for a period of time the same as or different from the balance of the term remaining hereunder as if no termination, re-entry, regaining, or resumption of possession had taken place, and on terms and conditions the same as or different from those prescribed and set forth in this Lease. STATE shall also have the right to repair or to make such structural or other changes in and to the Premises as are necessary in its judgment to maintain the suitability thereof for uses and purposes similar to those granted under this Lease without affecting, altering, or diminishing the obligations of LESSEE hereunder.

G. Termination before Commencement. If any of the events enumerated in Article XX.A. (Events of Breach or Violation) herein shall occur prior to the commencement of the Lease term, LESSEE shall not be entitled to enter into possession of the Premises, or any part(s) or portion(s) thereof, respectively, and STATE, upon the occurrence of any such event, or at any time thereafter during the continuance thereof, by twenty-four (24) hours' notice, may cancel or terminate the interest of LESSEE under this Lease, such cancellation or termination to be effective upon the date specified in such notice.

ARTICLE XXI. WAIVER

A. No Waiver by STATE. No acceptance by STATE of rentals and other fees and charges, or other payments in whole or in part, for any period or periods after a default of any of the agreements, covenants, obligations, promises, provisions, requirements, restrictions, stipulations, terms, or conditions hereof to be performed, kept, or observed by LESSEE, shall be deemed a waiver of any right on the part of STATE to terminate this Lease for any like, or other, or succeeding breach or default.

B. No Implied Waiver. No failure by either STATE or LESSEE to insist upon the strict performance of the other party under this Lease, or to exercise any right, power, or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, term, or condition. A waiver or assent by STATE, express or implied, of any breach or default of LESSEE, in the performance of any of the agreements, covenants, obligations, promises, provisions, requirements, restrictions, stipulations, terms, or conditions of this Lease shall not be deemed or considered to be a waiver of any other or succeeding breach or default. No express written waiver of any default, or the performance of any agreement, covenant, obligation, promise, provision, requirement, restriction, stipulation, term, or condition hereof, shall affect any other default or performance, or cover any other period of time, other than default, performance, or period of time specified in such express waiver.

C. Cumulative Remedies. The rights, powers, privileges, options, and remedies of STATE contained in this Lease shall be construed to be cumulative, and no one of them shall be deemed to be exclusive of the other, or exclusive of any right, power, privilege, option, or remedy provided by law.

ARTICLE XXII. PERSONAL GUARANTY

A. Requirements. Prior to the commencement date of this Lease, the LESSEE shall deliver to the STATE a Continuing Personal Guaranty Agreement, (hereinafter referred to as "Personal Guaranty"). Lessee shall keep and maintain in full force and effect at all times this Personal Guaranty in accordance with the covenants, terms, and conditions specified in this Article XXII. (Personal Guaranty) herein, and said Personal Guaranty shall be labeled as Exhibit C, attached hereto and hereby made a part hereof. This Personal Guaranty must:

1. Authorized Guarantor. Be executed by a person or entity that agrees to be responsible for the LESSEE's full debt or full performance under this Lease, including but not limited to, if the LESSEE fails to pay or perform, (hereinafter referred to as the "Guarantor").

2. STATE Approval. Meet with the written approval of STATE, including but not limited to the requirement that the Guarantor, to STATE's sole satisfaction, has the financial capability to fully perform and complete the Guarantor's obligations under the Personal Guaranty.

3. STATE's Attorney Approval. Be in a form approved by an authorized representative of the Department of the Attorney General of the State of Hawaii.

4. Guarantee Full Performance. The LESSEE and/or Guarantor shall fully and completely observe, comply with, perform, and/or completely satisfy all of the covenants, agreements, promises, provisions, duties, responsibilities, obligations, requirements, restrictions, stipulations, terms and conditions prescribed and set forth in this Lease.

ARTICLE XXIII. TERMINATION BY LESSEE

If any one of the following events shall occur, LESSEE may terminate this Lease, in its entirety, either prior to or subsequent to the commencement of the Lease term, to wit:

1. Abandonment. The permanent abandonment of the Airport as a terminal for the transport by air of persons, property, cargo, or mail.
2. Assumption. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport, or any substantial part or parts thereof, in such a manner as to substantially restrict LESSEE from conducting its private aviation activities thereat for a period of at least sixty (60) consecutive days.
3. Injunction. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport for the purposes authorized under this Lease, and the injunction remaining in force for a period of at least sixty (60) consecutive days.
4. Breach. The breach by STATE of, or its failure to perform, any of the covenants or agreements contained in this Lease, and either the failure of STATE to remedy such breach for a period of sixty (60) calendar days after receipt of a written notice from LESSEE of the existence of such breach, or, if fulfillment of STATE's obligations requires activity over a period of time, the failure of STATE within said sixty (60)-day period to act in good faith to commence the required activity, and to continue the same thereafter except for causes beyond STATE's control.

ARTICLE XXIV. SUSPENSION OR ABATEMENT

Upon the occurrence or maturity of any of the termination events contained in Article XXIII. (Termination by LESSEE) hereof, LESSEE may, in lieu of termination, and upon prompt written notice to STATE, either suspend this Lease, or in the alternative, request a just abatement of such portion of the rental obligations of LESSEE, as may be mutually agreed upon, in writing, by and between STATE and LESSEE, such suspension or abatement to be effective from the time of the receipt of such written notice until there is a cessation of the occurrence or activity giving rise to the initial right to terminate this Lease.

ARTICLE XXV. SUBORDINATION OF LEASE

A. Joint-Use. This Lease shall be subordinate in all respects to the provisions of any existing or future agreements between STATE and the United States Government, or any agency thereof, relative to the aircraft operating areas 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. In the event of any such inconsistency between such agreement(s)

and the occupancy by LESSEE of the Premises, and/or its use thereof, pursuant to Article III. (Use of Premises) hereof, this Lease or the particular terms and conditions affected thereby shall be suspended or terminated without STATE being liable for any damages.

This Lease shall be subordinate in all respects to the provisions of any existing or future Joint-Use Agreement between STATE and the United States Navy, the United States Army, and/or the United States Air Force. In the event of any such inconsistency described in the preceding section between this Lease and any existing or future Joint-Use Agreement, this Lease or the particular terms and conditions affected thereby, shall be suspended or terminated without STATE being liable for any damages.

B. National Emergency. During times of war, whether declared by Congress or not, or national emergency, STATE shall have the right to enter into any agreement with the United States Government for any military use of part or all of the landing area, the publicly-owned air navigation facilities, and all other areas and facilities of the Airport. In the event any such agreement is executed, the provisions of this Lease, insofar as they are inconsistent with the provisions of the agreement with the United States Government, shall be suspended without STATE being liable for any damages.

C. Rights of LESSEE. Nothing in this Article XXV. (Subordination of Lease) herein contained shall detract from or limit, nor be construed to detract from or limit, the rights of LESSEE set forth in Article XXIII. (Termination by LESSEE) and Article XXIV. (Suspension or Abatement) hereof, to seek damages or compensation from other than STATE in the event of the execution of any such agreement described above, the terms of which are or may be inconsistent with the rights of LESSEE under this Lease.

ARTICLE XXVI. CONDEMNATION

A. Definitions. For purposes of this Article XXVI. (Condemnation), the following capitalized terms shall have the following meanings:

1. "Award" means all compensation, sums or value paid, awarded, or received for a Taking, whether pursuant to judgment, agreement, settlement, or otherwise.

2. "Date of Taking" means the earlier of: (a) the date upon which title to the portion(s) of the Premises taken passes to and vests in the condemnor; and, (b) the date on which LESSEE is dispossessed.

3. "Taking" means a taking or damaging, including severance damage, by eminent domain, inverse condemnation or for any public or quasi-public use under applicable laws. A Taking may occur pursuant to the recording of a final order of condemnation, or by voluntary sale or conveyance in lieu of condemnation, or in settlement of a condemnation action.

B. General. If during the Lease term, any Taking of all or any part or portion of the Premises or any interest in this Lease occurs, the rights and obligations of the parties hereunder shall be determined pursuant to this Article XXVI. (Condemnation). STATE and LESSEE intend that the provisions hereof govern fully in the event of a Taking.

C. Total Taking; Automatic Termination. If a total Taking of the Premises occurs (all of the Premises are included in the Taking) then this Lease shall terminate as of the Date of Taking.

D. Partial Taking; Election to Terminate.

1. Entire Termination. If a Taking of any portion (but less than all) of the Premises occurs, then this Lease shall terminate in its entirety if all of the following exist: (a) the partial Taking renders the remaining portion of the Premises untenable or unsuitable for continued use by LESSEE for the conduct of LESSEE's private aviation activities; (b) the condition rendering the Premises untenable or unsuitable either is not curable or is curable, but STATE is unwilling or unable to cure such condition; and, (c) STATE elects to terminate.

2. Material Portion Taken. If a partial Taking of a material portion of the Premises occurs, STATE or LESSEE shall have the right to terminate this Lease in its entirety.

3. Notice of Election. STATE's or LESSEE's election to terminate this Lease pursuant to this Article XXVI. (Condemnation) shall be exercised by STATE or LESSEE by giving notice to LESSEE on or before the date that is one hundred twenty (120) calendar days after the Date of Taking, and thereafter this Lease shall terminate on the thirtieth (30th) consecutive day after such notice is given.

E. Award. Upon termination of this Lease pursuant to a Total Taking under Article XXVI.C. (Total Taking; Automatic Termination) or an election under Article XXVI.D. (Partial Taking; Election to Terminate) herein, then:

1. LESSEE.

a. Rent. LESSEE's obligation to pay all rentals and other fees and charges required under this Lease shall continue up until the date of termination, and thereafter shall cease.

b. Surviving Obligations. LESSEE shall continue to be obligated to perform and comply with all obligations that are intended to survive the termination of this Lease, including, without limitation, those obligations set forth in Article XLVII. (Survival of Obligations) hereof.

c. Leasehold Improvements. LESSEE shall be entitled to recover the unamortized value of the Leasehold Improvements built, constructed, erected, installed, or placed at, in, on, over, or under the Premises by LESSEE in the ratio that the unexpired term of this Lease on the Date of Taking bears to the unexpired term of this Lease on the date the Leasehold Improvements were completed by LESSEE.

d. No Claim against STATE. LESSEE shall have no claim against STATE or others for: (i) compensation or indemnity for LESSEE's leasehold interest; and (ii) compensation and damages payable for or on account of land (including access and easement rights) or improvements thereon, except as provided in Article XXVI.E.1.c. (Leasehold Improvements) herein.

e. Separate Claim against Condemning Authority. LESSEE may make a separate claim for compensation from the condemning authority for LESSEE's relocation expenses, or the interruption of, or damage to LESSEE's private aviation activities, or damage to LESSEE's Personal Property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, LESSEE may receive any Award made specifically to LESSEE for such claim.

2. STATE. STATE shall be entitled to the entire Award in connection with the Taking (including any portion of the Award made for the value of the leasehold estate created by this Lease), except for the unamortized value of the Leasehold Improvements, as set forth in Article XXVI.E.1.c. (Leasehold Improvements) herein.

F. Partial Taking; Continuation of Lease. If a Partial Taking of the Premises occurs, and this Lease is not terminated in its entirety under Article XXVI.D. (Partial Taking; Election to Terminate) herein, then this Lease shall terminate as to the portion(s) of the Premises so taken, but shall remain in full force and effect as to the portion(s) of the Premises not taken, and the rights and obligations of STATE and LESSEE shall be modified as follows:

1. Rent Reduction. If the Taking causes any portion(s) of the Premises to become unusable for the conduct of LESSEE's private aviation activities at, in, on, or over the Premises, as authorized under this Lease, the rent shall be reduced by a factor comprising the square footage of the space comprising the Taking, multiplied by the applicable rate based on the rates and charges established by the STATE.

2. Leasehold Improvements. LESSEE shall be entitled to recover the unamortized value of the Leasehold Improvements built, constructed, erected, installed, or placed at, in, on, over, or under the Premises by LESSEE in the ratio that the unexpired term of this Lease on the Date of Taking bears to the unexpired term of this Lease on the date the Leasehold Improvements were completed by LESSEE.

3. No Claim against STATE. LESSEE shall have no claim against STATE or others for: (i) compensation or indemnity for LESSEE's leasehold interest; and (ii) compensation and damages payable for or on account of land (including access and easement rights) or Leasehold Improvements thereon, except as provided in Article XXVI.F.2. (Leasehold Improvements) herein.

4. Separate Claim against Condemning Authority. LESSEE may make a separate claim for compensation against the condemning authority for the interruption of, or damage to LESSEE's private aviation activities, or damage to LESSEE's Personal Property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, LESSEE may receive any Award made specifically to LESSEE for such claim.

5. STATE's Award. STATE shall be entitled to the entire Award in connection with the Taking (including any portion(s) of the Award made for the value of the leasehold estate created by this Lease), except for the unamortized value of the Leasehold Improvements, as set forth in Article XXVI.F.2. (Leasehold Improvements) herein.

6. Prompt Use. Any portion of the Award received by LESSEE shall be used promptly by LESSEE to the extent necessary to restore or replace the Leasehold Improvements at, in, on, over, or under the remaining Premises, in accordance with plans, specifications, drawings, cost estimates, and schedules first approved, in writing, by STATE.

7. Continuing Obligation. Nothing herein shall be construed to excuse LESSEE from LESSEE's full performance of all covenants, agreements, promises, obligations, stipulations, terms, and conditions under this Lease as to the part(s) or portion(s) of the Premises not part of the Taking, and LESSEE shall remain responsible for paying to STATE all rents and other fees and charges required under this Lease.

G. Temporary Takings. Notwithstanding anything to contrary in this Article XXVI. (Condemnation), if a Taking occurs with respect to all or any part or portion of the Premises for a limited period of time not in excess of one hundred eighty (180) consecutive days, this Lease shall remain unaffected thereby, and LESSEE shall continue to pay the rents and other fees and charges required under this Lease, and to perform all of the covenants, agreements, obligations, stipulations, terms, and conditions of this Lease.

LESSEE may make a separate claim for compensation from the condemning authority for LESSEE'S relocation expenses, or the interruption of, of damage to LESSEE'S private aviation activities, or damage to LESSEE'S personal property. If the condemning authority or a court of competent jurisdiction concurs that said claim exists and is justified, LESSEE may receive any award made specifically to LESSEE for such claim.

ARTICLE XXVII. PERFORMANCE BOND

A. Requirements. Prior to the commencement date of this Lease, and throughout the term of this Lease and including not less than ninety (90) calendar days after the expiration or sooner termination of this Lease, LESSEE shall deliver to STATE, and keep and maintain in force and effect at all times, a performance bond, or cash or cash equivalent security deposit acceptable to STATE, in accordance with the covenants, terms, and conditions specified in this Article XXVII. (Performance Bond) herein, in an amount equal to the annual rental then in effect (hereinafter referred to as the "Performance Bond"). Except for a cash or cash equivalent security deposit, the Performance Bond must:

1. Authorized Surety. Be executed by a surety company licensed and authorized to do business under the laws of the State of Hawaii (hereinafter referred to as the "Surety");

2. STATE Approval. Meet with the written approval of STATE, including, without limitation, meeting the requirement that the Surety, to STATE's sole satisfaction, has the financial capability to fully perform and complete the Surety's obligations under the Performance Bond;

3. STATE's Attorney Approval. Be in a form approved by an authorized representative of the Department of the Attorney General of the State of Hawaii.

4. Guarantee Full Performance. Guarantee to STATE that LESSEE shall fully and completely observe, comply with, perform, and/or completely satisfy all of the covenants, agreements, promises, provisions, duties, responsibilities, obligations, requirements, restrictions, stipulations, terms, and conditions prescribed and set forth in this Lease.

5. LESSEE's Cost. Be procured, maintained, and kept in effect at LESSEE's sole cost and expense; and,

6. Guarantee LESSEE's Contractual Obligations. Guarantee all of LESSEE's contractual obligations during and throughout the term of this Lease; which are not otherwise covered by valid and collectible insurance; provided that suits or actions thereon by the STATE, or anyone else entitled to do so may be commenced within the applicable period of limitation for contract claims unless otherwise specifically provided.

B. Surety. If STATE, in its sole discretion, permits LESSEE to obtain the Performance Bond from a surety or sureties other than a surety company authorized to do business under the laws of the State of Hawaii, such surety or sureties must meet the requirements of all applicable State of Hawaii laws, statutes, rules, and regulations, including Section 102-12, HRS.

C. Replacement Bond. If STATE should receive a notice that the Performance Bond has been or will be canceled, LESSEE shall provide STATE with a replacement Performance Bond providing the coverage required herein from the effective date and time of the expiration or cancellation of the Performance Bond so that there is no period of time wherein an adequate Performance Bond does not cover this Lease, as provided for herein. Such a replacement Performance Bond must meet all of the requirements set forth in this Article XXVII. (Performance Bond), and be forwarded to and received by STATE at least thirty (30) calendar days prior to the effective date and time that the preceding bond will expire or be canceled.

D. Lease Default. In the event that a replacement Performance Bond or another Performance Bond in the required amount and meeting the required terms is not received by STATE prior to the effective date and time of the bond cancellation or expiration, as stated, LESSEE shall be deemed in default of this Lease, regardless of whether or not a notice of breach or default, or time to correct breach or default has been provided to LESSEE by STATE, and the full value shown on the face of the Performance Bond, and the additional charge of \$250.00 per day for each day that there is no bond coverage, shall be immediately payable by LESSEE to STATE as liquidated damages.

E. Any Lapse. Any lapse in keeping the Performance Bond in full force and effect, in the required sum, or in accordance with the terms required herein, shall be a default of this Lease, and shall give STATE the right to assess an additional charge and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, herein.

ARTICLE XXVIII. LITIGATION

A. LESSEE Responsible. If STATE is made a party to any litigation commenced by or against LESSEE arising out of LESSEE's occupancy or use of the Premises, or attributable to the construction, installation, occupancy, or use of the Leasehold Improvements or LESSEE's Personal Property (other than condemnation proceedings), that is not the result of, or caused by the sole negligence of STATE, LESSEE shall indemnify, defend, keep, save, and hold STATE and STATE's officers, employees, agents, and guests and STATE's successors and assigns, and State of Hawaii's directors, officers, elected officials, boards (including the Land Board), employees, agents, and guests harmless from and against any and all suits, judgments, injunctions, decisions, orders, liabilities, losses, damages, costs, and expenses arising out of or related to any such litigation, including, without limitation, paying any and all costs, charges, and reasonable attorneys' fees incurred or imposed on STATE in connection with such litigation. In any action by STATE for recovery of any sum due under this Lease, or to enforce any of the agreements, covenants, obligations, promises, stipulations, terms, or conditions contained in this Lease, STATE shall be entitled to recover any and all costs, fees, charges, and reasonable attorneys' fees incurred or imposed on STATE in connection with such actions.

This provision shall not be construed to be a limitation of any other indemnity by LESSEE as may be found in Article XIII.B. (Indemnity), or Article XV.B.6. (LESSEE's Indemnification), or Article XV.C.13. (Release and Indemnity), or anywhere else within this Lease.

B. Attorneys' Fees. For purposes of this Lease, reasonable attorneys' fees shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of law for which STATE's attorneys' services were rendered.

C. Prompt Notice. Each party shall give prompt written notice to the other party of any claim or lawsuit instituted against it that may affect the other party.

D. Waiver of Claims. LESSEE hereby waives any claim against STATE and STATE's officers, employees, agents, guests and STATE's successors and assigns; and State of Hawaii's directors, officers, employees, agents, elected officials, and boards (including the Land Board), for loss of revenue, loss of opportunity, and loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of this Lease, or any part or portion hereof, or by any judgment or award in any lawsuit or proceedings declaring this Lease null, void, or voidable or delaying the same, or any part or portion hereof, from being carried out.

ARTICLE XXIX. LIENS

A. STATE's Lien. STATE shall have a lien upon all of LESSEE's Personal Property upon the Premises, for the purpose of securing to STATE the payment of all sums, including rentals and other fees and charges, which may be due from LESSEE under this Lease. In the event that past-due rentals and other fees and charges are not paid by LESSEE within five (5) calendar days after a notice of default is given by STATE to LESSEE, STATE may take possession of and sell such portion of LESSEE's Personal Property as may be sufficient to pay the delinquent rentals and other fees and charges owed by LESSEE to STATE. A sale of LESSEE's Personal Property pursuant to this Article XXIX. (Liens) herein may be made either publicly or privately, upon the notice given to LESSEE as herein provided.

B. Other Liens Prohibited. LESSEE shall not commit or suffer any act or neglect whereby the Premises, or any part(s) or portion(s) thereof, including any portion of the Airport, or the Leasehold Improvements thereupon or therein, or the estate or interest of LESSEE in the same, at any time during the term of this Lease shall become subject to any attachment, lien, charge, or encumbrance whatsoever. LESSEE shall indemnify, defend, keep, save, and hold STATE harmless, and if or when appropriate or necessary, insure STATE, from and against any and all attachments, liens, charges, and encumbrances, and any and all actions, lawsuits, judgments, and orders relating thereto, and any and all costs, fees, charges, and expenses, including reasonable attorneys' fees resulting therefrom, it being expressly understood that LESSEE shall have no authority, express or implied, to create any attachment, lien, charge, or encumbrance upon or affecting the Premises, or any part(s) or portion(s) thereof, except as otherwise authorized, in writing, by STATE under this Lease.

ARTICLE XXX. ASSIGNMENT AND SUBLETTING

A. Assignment or Other Transfers.

1. Assignment. LESSEE shall not assign, encumber, or otherwise transfer, whether voluntary or involuntary, or by operation of law, the Premises, or any part(s) or portion(s) thereof, or any interest herein, or permit any other person to occupy or use the Premises, except by way of devise, bequest, or intestate succession, without STATE's prior written consent, which consent may be granted or denied in STATE's sole discretion. Any such transfer or assignment made without STATE's consent shall constitute a default under this Lease and shall be voidable at STATE's election. With prior written approval of STATE, and the prior approval of Land Board, such assignment and transfer of this Lease, or any interest therein, may be made in accordance with current industry standards, as determined by the Land Board, pursuant to Section 171-36, HRS; provided further, that prior to the written approval of STATE of any assignment of this Lease, STATE shall have the right to review and approve, in writing, the consideration paid by the Assignee, and may condition its consent to the assignment of this Lease on payment by LESSEE of a premium in accordance with the STATE's Department of Transportation Assignment of Lease Evaluation Policy, attached hereto, made a part hereof, and incorporated herein by reference as Appendix D (hereinafter referred to as the "Assignment Policy"). The premium on subsequent assignments shall also be based on the Assignment Policy.

2. Changes in LESSEE.

a. Controlling Interest. The merger of LESSEE with any other entity, or the transfer of any controlling ownership interest in LESSEE, or the assignment or transfer of a substantial portion of the assets of LESSEE, whether or not located on the Premises, shall constitute an assignment. Without limiting the generality of the foregoing, if LESSEE is a partnership, a withdrawal or change, voluntary, involuntary or by operation of law of the partner or partners owning fifty-one percent (51%) or more of the partnership, or the dissolution of the partnership, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of LESSEE, shall be deemed an assignment. If LESSEE is a corporation or limited liability company, any dissolution, merger, consolidation, or other reorganization of LESSEE or the sale or other transfer of a controlling percentage of the capital stock or membership interests of LESSEE, or the sale or transfer of at least fifty-one percent (51%) of the value of the assets of LESSEE, shall be deemed an assignment. The phrase "controlling percentage" means the ownership of, and the right to vote stock, or interests possessing at least twenty percent (20%) (or a percentage less than twenty percent [20%] if such percentage represents a controlling interest in LESSEE) of the total combined voting power of all classes of LESSEE's capital stock or interests issued, outstanding, and entitled to vote for the election of directors.

b. Sale of Assets. The sale of all or substantially all of the assets of LESSEE, or the transfer of all or substantially all of its Leasehold Improvements at, in, on, over, or under the Premises, shall be deemed to constitute an "assignment" for purposes of this Lease which requires the prior approval of STATE in accordance with this Article XXX. (Assignment and Subletting) herein.

3. STATE's Approval Required for Each Assignment. The consent of STATE to any one assignment shall not constitute a waiver of STATE's right to approve subsequent assignments, nor shall consent of STATE to any one assignment relieve or release any party previously liable as LESSEE from any obligation under this Lease. The acceptance by STATE of the payment of rents and other fees and charges following an assignment shall not constitute consent to any other assignment, and STATE's consent shall be evidenced only in writing.

4. No Release. In no event shall STATE's consent to an assignment or transfer be deemed to be a release of LESSEE as the primary obligor hereunder. Nor shall the acceptance of rents and other fees and charges by STATE constitute a release or waiver of STATE's rights against LESSEE, or consent to any assignment or transfer, nor shall any other act of STATE in relation to said Assignee be so construed.

5. Void if not Properly Approved. Any transfer or assignment made in violation of the foregoing provision shall be void. Any attempted assignment, or any subleasing of the whole or any part(s) or portion(s) of the Premises, or any other transaction which violates Article XXX.A. (Assignment or Other Transfers) or Article XXX.B. (Subletting) herein shall be void, and shall confer no right, title, or interest in or to this Lease, or right of occupancy or use of the whole or any part(s) or portion(s) of the Premises, upon any such purported assignee, subtenant, successor, or purchaser. STATE shall further have the right to terminate this Lease and to enforce such other remedies as are provided in this Lease.

B. Subletting.

1. STATE's Approval. LESSEE shall not rent or sublet the whole or any portion of the Premises without the prior written approval of STATE. Unless authorized by law, STATE shall deny consent to any uses not specified as allowable under this Lease. STATE may review and approve the rent to be charged to the proposed sublessee and revise the rent and rent structure charged to the proposed sublessee by LESSEE (STATE may also include such other terms and conditions as STATE may deem appropriate, prior to STATE's approval of the proposed sublease); provided, further, that the rent payable by LESSEE to STATE may not be revised downward.

If the proposed sublessee pays LESSEE any consideration other than said rent, whether by cash, credit or otherwise, or the term of the proposed sublease is for substantially the same term as this Lease or if it otherwise appears to STATE that the proposed sublease is actually an assignment, STATE may treat the proposed sublease as an assignment under Article XXX.A. (Assignment and Other Transfers) herein. STATE's Department of Transportation Sublease Evaluation Policy, attached hereto, made a part hereof, and incorporated herein by reference as Appendix E (hereinafter referred to as the "Sublease Policy"), shall be applicable to LESSEE pursuant to this Article XXX.B. (Subletting). If it appears to STATE that the proposed sublease is actually a combination of an assignment and a sublease, then STATE may treat the proposed sublease as both an assignment and a sublease and apply the applicable portions of Article XXX.A. (Assignment and Other Transfers) and Article XXX.B. (Subletting), respectively.

2. LESSEE Proposal. Prior to negotiating a sublease agreement, LESSEE must submit to STATE a sublease proposal for STATE's prior written approval, which approval may be granted or withheld in STATE's sole discretion.

3. Sublease Form. Promptly after STATE has approved a sublease proposal, LESSEE must use diligent, good faith efforts to negotiate a sublease agreement with the proposed subtenant. LESSEE shall ensure that all of the terms and conditions contained in a sublease agreement between LESSEE and LESSEE's tenant conform to and are consistent with the terms and conditions contained in the sublease proposal (submitted to STATE pursuant to Article XXX.B.2. (LESSEE Proposal) herein) approved by STATE. If LESSEE wishes to vary from the business terms and conditions set forth in the sublease proposal approved by STATE, then LESSEE must submit a new sublease proposal for STATE's prior written approval.

4. Sublease Agreement. Promptly after LESSEE and the proposed subtenant have agreed on a form of sublease agreement that incorporates the business terms and conditions set forth in the sublease proposal approved by STATE, LESSEE must submit the sublease agreement to STATE for approval. STATE agrees that it will not unreasonably withhold its approval of the proposed sublease agreement if the proposed sublease agreement: (a) accurately incorporates the business terms and conditions approved by STATE; (b) conforms to and is consistent in all respects to the terms and conditions of the sublease proposal approved by STATE; and, (c) is expressly subject to the terms and conditions of STATE's consent. Otherwise, STATE may withhold its approval in STATE's sole discretion.

5. STATE's Consent. If STATE approves a sublease agreement, STATE's consent shall include, without limitation, the following conditions:

a. No Other Transfer. Other than the sublease agreement, no other transfer is being permitted.

b. No Change. The sublease agreement shall not change, modify, waive, or amend any of the terms and conditions of this Lease.

c. Conflict. If there is a conflict between this Lease and the sublease agreement, the Lease shall control.

d. No Waiver. STATE's consent shall not be construed to be a waiver of any of STATE's rights under this Lease.

e. STATE Reservation. STATE reserves all of its rights under this Lease and does not incur any additional liability by consenting to the sublease agreement.

f. No Release. STATE's consent to the sublease agreement shall not release LESSEE from any of LESSEE's responsibilities, obligations, liabilities, and claims arising under or out of this Lease.

g. Priority of Lease. This Lease shall have priority over the sublease agreement, which shall be subordinate in all respects to this Lease.

h. Compliance with Conditions. LESSEE and the sublessee shall represent and warrant that each shall comply with all conditions that may be imposed by the Land Board or STATE in connection with STATE's consent to the sublease agreement.

i. Other Conditions. LESSEE and the sublessee shall comply with such other terms and conditions as may be imposed or prescribed by STATE relating to STATE's consent to the sublease agreement, including, without limitation, conditions relating to governing law (Hawaii), resident appointment, rights of holders of security interest, notice to STATE, extension notices, recordation, use restrictions, STATE's prior approval, compliance with laws, STATE remedies (including the payment of rent, fees, and other charges directly to STATE in the event of LESSEE's default), and any changes to STATE's assignment or sublease evaluation policies.

6. Delivery to STATE. If STATE approves a sublease agreement, LESSEE and the proposed subtenant must deliver an original, fully-executed counterpart original sublease agreement to STATE in the form approved by STATE within fourteen (14) business days of receipt of STATE's written approval. If an original, fully-executed counterpart sublease agreement in the form approved by STATE is not delivered to STATE within the fourteen (14) business days' time frame, then LESSEE must submit the proposed sublease agreement again for STATE's approval. If STATE rejects a proposed sublease agreement, then LESSEE may not enter into the sublease agreement.

7. No Impairment. Each and every covenant, condition or obligation imposed upon LESSEE by this Lease and each and every right, remedy, or benefit afforded STATE by this Lease will not be impaired or diminished as a result of any sublease agreement.

8. Excessive Sublease Rent. No subtenant shall be obligated to pay to LESSEE, and LESSEE shall not be permitted to charge any rent, percentage rent, bonus rent, key money, administration fee, or the like, which exceeds, in the aggregate, the total sums that LESSEE pays to STATE under this Lease for the portion of the Premises subleased by the subtenant under its sublease agreement (the "Sandwich Profit"). If, notwithstanding the foregoing prohibition, LESSEE receives any Sandwich Profit, LESSEE shall pay the same to STATE.

9. Rents Assigned. LESSEE assigns to STATE all rent and other payments due from any and all subtenants under any and all sublease agreements; provided, however, LESSEE is hereby granted a license to collect rents and other payments due from subtenants under their sublease agreements until the occurrence of an Event of Default by LESSEE, regardless of whether or not a notice of that default has been given to LESSEE. At any time, STATE may notify a subtenant of this assignment and upon such notice, the subtenant will pay its rent and other payments directly to STATE. STATE will credit LESSEE with any rent received by STATE under such assignment, but the acceptance of any payment on account of rent from any subtenant as a result of an Event of Default will in no manner whatsoever serve to

release LESSEE from any liability under this Lease. No payment of rent or any other payment by a subtenant directly to STATE or other acceptance of such payments by STATE, regardless of the circumstances or reasons therefor, will in any manner whatsoever be deemed an attornment by the subtenants to STATE in the absence of a specific written agreement signed by STATE to such an effect.

10. Reports. LESSEE must, at LESSEE's sole cost and expense, prepare and submit the following reports and statements, the forms of which will be subject to the reasonable approval of STATE:

a. Monthly Report. On or before the tenth (10th) day of each calendar month, a detailed report with supporting evidence as may be requested by STATE, summarizing the following activities for the preceding calendar month: (1) rents, fees, charges, and all other sums received by LESSEE from each subtenant during that month; (2) sublease agreements executed; and, (3) current and projected vacancies, and indicating all rights respecting such space pursuant to existing subleases, including, without limitation, rights or options to extend the term or expand, or rights of first negotiation or first refusal.

b. Annual Report. On or before the thirtieth (30th) day after the end of each calendar year, an annual report summarizing the subleasing activities for the preceding calendar year, and the total rents, fees, charges, and all other sums received by LESSEE from each subtenant during that year.

c. Other Reports. Such other reports and such other information concerning the operation and subleasing of the Premises as STATE may from time to time reasonably request.

C. Violation.

1. Lease Termination. Any attempt by LESSEE to assign, transfer, hypothecate, mortgage, or encumber LESSEE's interest or rights under this Lease, or any attempt by LESSEE to sublease the Premises, or any part or portion thereof, without first obtaining STATE's written consent, shall be deemed a violation of this Article XXX. (Assignment and Subletting). Any such attempted action or transaction on the part of LESSEE shall be null and void, and shall not confer any right, title, or interest in or to this Lease, or right of occupancy or use of the whole or any part or portion of the Premises, upon any such purported assignee, mortgagee, encumbrancer, pledgee, subtenant, successor, or purchaser. STATE shall further have the right to terminate this Lease and enforce such other remedies as are provided in Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, herein.

2. Assignor or Transferor. If the transferor or LESSEE defaults in the performance of any of the covenants, agreements, obligations, stipulations, terms, or conditions of this Lease, STATE may proceed directly against LESSEE, the transferor or each transferor if there has been more than one assignment, encumbrance, or transfer (hereinafter referred to collectively as the "Transfer") without the necessity of exhausting remedies against LESSEE.

STATE may consent to subsequent Transfers or amendments or modifications to this Lease with transferees, without notifying the transferor (or if there has been more than one Transfer, then each transferor) and without obtaining its or their consent thereto and such action shall not relieve any transferor of liability under this Lease, as amended.

D. Procedure and Conditions.

1. Procedure. LESSEE must provide, in writing, to STATE the following:

a. The name and address of the proposed assignee or transferee;

b. The nature of the proposed aviation activity to be operated by the assignee or transferee on the Premises;

c. The terms and conditions of the proposed assignment or transfer; and,

d. Reasonable financial information so that STATE can evaluate the proposed assignee or transferee under this Article XXX. (Assignment and Subletting) herein.

2. Conditions. Transfers by LESSEE are also subject to:

a. The covenants, agreements, obligations, stipulations, terms, and conditions of this Lease;

b. The term of any assignment or other Transfer agreement shall not extend beyond the Lease term;

c. LESSEE shall remain liable for all Lease obligations;

d. Consent to one Transfer does not waive the consent requirement for any future Transfers;

e. Payments to STATE of all premiums, Sandwich Profit, or other sums or amounts which LESSEE may be required to pay under this Article XXX. (Assignment and Subletting) herein; and,

f. All other terms and conditions that may be imposed or prescribed by STATE.

ARTICLE XXXI. SUCCESSORS AND ASSIGNS

Each and all of the expressions, phrases, terms, conditions, provisions, stipulations, promises, covenants, agreements, requirements, and obligations of this Lease shall, whenever applicable, extend to and bind and inure to the benefit of STATE and LESSEE, and the legal representatives, successors, and permitted assigns of either or both of them.

ARTICLE XXXII. NOTICES

Except as otherwise specifically provided in this Lease, any notice, consent, request, demand, or other correspondence given under this Lease shall be in writing and given by delivering the notice in person or by commercial courier, or by sending it by first-class mail, certified mail, return receipt requested, or overnight courier, return receipt requested, with postage prepaid; to: (a) LESSEE at the address provided on Page 1 of this Lease; or (b) STATE at the following address: State of Hawaii, Department of Transportation, Airports Division, Honolulu International Airport, Inter-Island Terminal Building, 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819-1880; or (c) such other address as either LESSEE or STATE may designate, in writing, as its new address for such purpose by notice given to the other in accordance with this Article XXXII. (Notices) herein. Any notice hereunder shall be deemed to have been given and received and effective two (2) calendar days after the date when it is mailed, if sent by first-class, certified mail, or one (1) calendar day after the date when it is mailed if sent by overnight courier, or upon the date personal delivery is made. For convenience of the parties, copies of notices may also be given by facsimile to the number set forth herein, or such other number as may be provided from time to time; however, neither party may give official or binding notice by facsimile.

ARTICLE XXXIII. INTERPRETATION OF LEASE

A. Headings. The headings and captions preceding the articles and sections of this Lease and in the table of contents have been inserted for convenience of reference only and such captions shall in no way define or limit the scope or intent of any provision of this Lease.

B. Not against Drafter. This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein, and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Lease. The language hereof, and in all parts of this Lease shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either STATE or LESSEE.

C. Fair Meaning. Provisions in this Lease relating to number of days shall be calendar days. Use of the word "including" shall mean "including, without limitation." References to statutes, sections, ordinances, or regulations are to be construed as including all

statutory, ordinance, or regulatory provisions consolidating, amending, replacing, succeeding, or supplementing the statute, section, ordinance, or regulation.

D. Gender and Number. Whenever the singular number is used in this Lease and when required by the context, the same includes the plural, the plural includes the singular, and the masculine gender includes the feminine and neuter genders, and the word "person" shall include corporation, limited liability company, partnership, firm, and association.

ARTICLE XXXIV. NO PARTNERSHIP

It is expressly understood and agreed by and between STATE and LESSEE, that STATE shall in no way be, nor for any purpose become or be construed to become a partner of LESSEE in the conduct of LESSEE's private aviation activities, or otherwise, or a joint venture or a member of a joint enterprise with LESSEE, and STATE does not assume responsibility for LESSEE's conduct or performance under this Lease. STATE and LESSEE acknowledge and agree that there are no third-party beneficiaries to this Lease.

ARTICLE XXXV. FORCE MAJEURE

A. STATE's Obligations. STATE shall not be liable for any failure, delay, or interruption in performing its obligations hereunder due to causes or conditions beyond its control, including (but without limitation thereto) strikes, boycotts, picketing, slow-downs, work stoppages, or labor troubles of any other type, whether affecting STATE, and/or STATE's contractors or subcontractors.

STATE shall be under no obligation to supply any service or services, if and to the extent, and during any period that the supplying of any such service or services, or the use of any component necessary therefor, shall be prohibited by any federal, State of Hawaii, or municipal law, rule, regulation, requirement, order, or direction, and if STATE deems it in the public interest to comply therewith, even though such law, rule, regulation, requirement, order, or direction may not be mandatory on STATE as a public agency.

B. Rentals Remain Payable. Unless and only to the extent otherwise specified in this Lease, no abatement, diminution, or reduction of the rentals and other fees and charges payable by LESSEE to STATE shall be claimed by or allowed to LESSEE for any inconvenience, interruption, cessation, or loss of business or other loss caused, directly or indirectly, by any present or future laws, rules, requirements, orders, directions, ordinances, or regulations of the United States of America, or of the State of Hawaii, or of the County, or of any other county, municipal, governmental, or lawful authority whatsoever, or by priorities, rationing, curtailment, or shortage of labor or materials, or by war, or any matter or thing resulting therefrom, or by strikes, boycotts, labor disputes, embargoes, acts of God, acts of the public enemy, acts of superior governmental authority, weather conditions, floods, riots, rebellion, sabotage, or by any other cause or causes beyond the control of STATE, nor shall this Lease be affected by any such causes.

C. LESSEE Enforcement. Nothing in this Article contained shall preclude nor be construed to preclude the enforcement by LESSEE of any of its rights contained in Article XXIII. (Termination by LESSEE) and Article XXIV. (Suspension or Abatement) hereof.

ARTICLE XXXVI. ENTIRE AGREEMENT

The parties intend that this Lease (including all of the exhibits and attachments, which are made a part of this Lease) shall be the final expression of their entire agreement with respect to the subject matter hereof, and may not be contradicted by evidence of any prior or contemporaneous written or oral agreements or understandings. The parties further intend that this Lease shall constitute the complete and exclusive statement of its covenants, agreements, obligations, stipulations, terms, and conditions and that no extrinsic evidence whatsoever (including prior drafts hereof and changes therefrom) may be introduced in any judicial, administrative, or other legal proceeding, including this Lease.

ARTICLE XXXVII. AMENDMENTS

Neither this Lease, nor any of the covenants, terms, and conditions contained herein may be varied, changed, modified, or revised by any oral agreement or representation, or otherwise, except by an instrument, in writing, of subsequent date hereto, executed by both parties by their respective officer(s) or other duly authorized person(s).

ARTICLE XXXVIII. APPROACH PROTECTION

STATE reserves the right to take such action as may be necessary to protect the aerial approaches of the Airport against obstruction, in accordance with applicable standards or requirements, together with the right to prevent LESSEE or any other person, from erecting or permitting to be erected, any building or other structure on the Airport which would conflict with such standards or requirements, or which, at the discretion of STATE, would limit the usefulness of the Airport or constitute a hazard to aircraft.

LESSEE shall, upon being notified that any of its proposed construction may affect the safety of navigable airspaces and operating aircraft on and around the Airport, prepare and submit to the appropriate office of the FAA the necessary notice and documents as required by Federal Aviation Regulation Title 14, CFR Part 77. This notice to the FAA must be submitted at least thirty (30) calendar days prior to the date of the proposed construction, or the date that an application for a building permit with the appropriate agency of the County is filed, whichever is earlier.

Should LESSEE be notified by STATE that LESSEE's improvements pose a hazard to the navigation of operating aircraft at the Airport, then LESSEE shall make changes to the improvements to remove the hazard. Failure by LESSEE to make said changes to the improvements will be a violation of this Article XXXVIII. (Approach Protection), and give STATE the right to assess a charge and/or terminate this Lease pursuant to Article V.F. (Additional Charges) and Article XX. (Termination by STATE), respectively, hereof.

ARTICLE XXXIX. INVALID PROVISION-SEVERABILITY

If any provision of this Lease or the application thereof to any person, entity, or circumstance shall, to any extent, be deemed invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Lease shall be valid and be enforceable to the full extent permitted by law.

ARTICLE XL. NON-LIABILITY OF INDIVIDUALS

Neither STATE, the Director, nor any elected official, agent, director, officer, employee nor any person acting for or on behalf of STATE, shall be charged personally by LESSEE or be held personally liable or personally responsible to LESSEE under any covenant, provision, term, or condition of this Lease, or because of its execution or attempted execution, or because of any breach, or attempted or alleged breach, thereof.

ARTICLE XLI. RESERVATION OF MINERAL AND METALLIC RIGHTS

STATE reserves the right, on its own behalf or through persons authorized by it, with respect to all minerals, as hereinafter defined, at, in, on, over, or under the Premises to: (1) prospect for, mine, and remove such minerals; and, (2) occupy and/or use so much of the vacant, unoccupied, and/or unused surface of the Premises as may be required for all purposes reasonably related to the mining and removal of such minerals by any means whatsoever, including strip mining.

"Minerals" as used herein shall mean and include any and all oil, gas, coal, phosphate, sodium, sulfur, iron, titanium, gold, silver, bauxite, bauxitic clay, disapore, boehmite, laterite, gibbsite, alumina, all ores of aluminum, and without limitation thereon, all other mineral substances and ore deposits, whether solid gaseous or liquid, including geothermal resources, at, in, on, over, or under the Premises; provided, however, that the word "minerals" shall not mean and include any of the foregoing substances and deposits when used in road or building construction in furtherance of LESSEE's permitted activities at, in, on, over, or under the Premises, and not for sale to others.

ARTICLE XLII. PREHISTORIC AND HISTORIC REMAINS

Any and all prehistoric and historic remains found at, in, on, over, or under the Premises shall be and remain the property of STATE, and shall not be disturbed or removed by LESSEE, and/or LESSEE's successors in interest, assigns, officers, employees, agents, contractors, invitees, and guests, without the express written approval of STATE.

Upon discovery of any prehistoric or historic remains, LESSEE shall immediately stop and cease any further disturbance of the remains and surrounding portion(s) of the Premises containing the remains, and promptly notify STATE of such discovery.

ARTICLE XLIII. NONDISCRIMINATION

A. Construction. LESSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the Premises, that in the event facilities are constructed, maintained, or otherwise operated on the Premises described in this Lease for a purpose for which a United States Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed by or pursuant to Title 49, CFR, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Federal Regulations may be amended.

B. Operation. LESSEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby further covenant and agree:

1. That no person on the grounds of race, creed, color, national origin, sex, age, or a physical disability, as defined in the Americans with Disabilities Act of 1990, shall be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities and services;

2. That in the construction of any improvements at, in, on, over, or under the Premises, and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, age, or a physical disability, as defined in the Americans with Disabilities Act of 1990, shall be denied the benefits of, or otherwise be subjected to discrimination;

3. This Lease is subject to the requirements of the U. S. Department of Transportation's regulations, Title 49, CFR Parts 23 and 26;

4. That LESSEE shall not discriminate against any business owner because of race, creed, color, national origin, sex, age, or a disability, as defined in the Americans with Disabilities Act of 1990, in connection with the conduct of LESSEE's private aviation activities on the Premises and at the Airport, or in connection with the award and performance of any lease agreement covered by Title 49, CFR Parts 23 and 26;

5. That LESSEE shall use the Premises and conduct LESSEE's private aviation activities thereon and at the Airport in compliance with all other requirements imposed by or pursuant to Title 49, CFR, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Federal Regulations may be amended; and,

6. That LESSEE will include the foregoing statements in any subsequent lease or other agreements it enters, and cause those businesses to similarly include the statements in further agreements.

C. Breach. In the event of breach of any of the foregoing nondiscrimination covenants, STATE may terminate this Lease and re-enter and repossess the Premises, together with all Leasehold Improvements and LESSEE's Personal Property thereon, and hold the same as if this Lease had never been made or issued.

ARTICLE XLIV. CIVIL RIGHTS PROVISION

LESSEE assures that it will undertake an affirmative action program as required by Title 14, CFR Part 152, Subpart E, and Effectuate Title VI of the Civil Rights Act of 1964, and as said regulation may be administered upon the Airport by the FAA, to insure that no person shall on the grounds of race, creed, color, national origin, sex, age, or a physical disability, as defined in the Americans with Disabilities Act of 1990, be excluded from participating in any employment activities covered by Title 14, CFR Part 152, Subpart E and Title VI of the Civil Rights Act of 1964. 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. LESSEE assures that it will require that its covered sub organizations provide assurances to STATE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by Title 14, CFR Part 152, Subpart E and Title VI of the Civil Rights Act of 1964, to the same effect.

ARTICLE XLV. RESERVED

ARTICLE XLVI. BROKERS

LESSEE warrants and represents to STATE that LESSEE has not had any contact or dealings regarding the leasing of the Premises, or any communication in connection therewith, through any licensed real estate broker or other person who could claim a right to a commission or finder's fee in connection with this Lease. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any such contact, dealings, or communication, LESSEE shall be solely responsible for such commission or fee, and shall indemnify, defend, save, and hold STATE harmless from and against any and all actions, causes of action, claims, demands, lawsuits, judgments, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees and demands therefor, arising or resulting from LESSEE's dealings and interactions with any broker, finder, or person who could claim a right to a commission or finder's fee. The provisions of this Article XLVI. (Brokers) shall survive any expiration or sooner termination of this Lease.

ARTICLE XLVII. SURVIVAL OF OBLIGATIONS

A. STATE's Right to Enforce. Termination of this Lease, whether by expiration or sooner termination, shall not affect the right of STATE to enforce any or all indemnities, representations, and warranties given or made by LESSEE to STATE under this Lease, nor shall it affect any provision of this Lease that expressly states it shall survive termination hereof, including, without limitation, Article XIII. (Liability and Indemnity), Article XV.C. (Compliance with Environmental Matters), Article XXVI. (Condemnation), Article XXVII. (Performance Bond), Article XXVIII. (Litigation), Article XXIX. (Liens), and Article XLVI. (Brokers). LESSEE specifically acknowledges and agrees that, with respect to each of LESSEE's indemnities contained in this Lease, LESSEE has an immediate and independent obligation to defend STATE from any claim which actually or potentially falls within the indemnity provision, even if such allegation is or may be groundless, fraudulent, or false, which obligation arises at the time such claim is tendered to LESSEE by STATE.

B. Accrued Obligations. LESSEE's obligation to make payments to STATE with respect to the accrued rents and other fees and charges (including those which have not yet been billed), and to make repairs (including those relating to the return of the Premises to STATE) which are accrued at the expiration or earlier termination of this Lease, shall survive the expiration or earlier termination of this Lease.

ARTICLE XLVIII. QUIET ENJOYMENT

LESSEE, upon paying all of the rents and other fees and charges required under this Lease, and observing, complying with, performing, and/or completely satisfying the agreements, covenants, obligations, promises, provisions, requirements, stipulations, terms, and conditions hereof, shall peaceably and quietly have, hold, and enjoy the Premises, together with all Leasehold Improvements and appurtenances during the full Lease term as against all persons

or entities claiming by and through STATE. LESSEE expressly acknowledges that LESSEE's right to quiet possession of the Premises does not preclude STATE's right to make changes and additions to the Airport, including the Premises, and to do work at, in, on, over, or under the Premises as permitted by this Lease, including, without limitation, STATE's right to relocate LESSEE, as described in this Lease.

ARTICLE XLIX. ACCORD AND SATISFACTION

A. LESSEE's Instructions Void. The payment by LESSEE, or the receipt by STATE of a lesser amount than the annual rental prescribed and set forth in this Lease may be, at STATE's sole option, credited or applied to the payment of: (1) first, any interest charges, service charges, and/or late fees; and, (2) second, any annual rental (beginning with earliest owing or accrued annual rental), notwithstanding any instructions by or on behalf of LESSEE to the contrary, which instructions (including any endorsement or statement on any check, or any letter accompanying any such check or payment) shall be null and void, and STATE may accept such check or payment without prejudice to STATE's right to recover the outstanding receivable balance of such accrued annual rentals, interest charges, service charges, and/or late fees, or to pursue any other remedy available in this Lease or at law.

B. Acceptance Does Not Invalidate Notice. STATE may accept any partial payment from LESSEE without invalidating any contractual notice given or required to be given herein pursuant to applicable law.

ARTICLE L. JOINT AND SEVERAL LIABILITY

The obligations, covenants, promises, liabilities, warranties, and representations of LESSEE under this Lease shall be joint and several, by and among any and all entities and persons comprising LESSEE.

ARTICLE LI. ESTOPPEL STATEMENTS

A. Delivery of Estoppel Statement by LESSEE. Within ten (10) calendar days after request therefor by STATE, LESSEE shall deliver, in recordable form, an estoppel statement certifying that this Lease is in full force and effect, the date of LESSEE's most recent payment of rental, and that LESSEE has no defenses or offsets outstanding, or stating those defenses or offsets claimed by LESSEE, and any other information reasonably requested by STATE.

B. Failure of LESSEE to Deliver Estoppel Statement. If LESSEE fails to deliver the requested estoppel statement to STATE within the specified period, the following shall be deemed conclusive: (1) this Lease is in full force and effect, without modification; (2) there are no uncured defaults in STATE's performance under this Lease, and LESSEE has no right of offset, counterclaim, or deduction against the rentals payable under this Lease; and

(3) no more than one year's rental has been paid in advance by LESSEE. Such conclusions shall be binding upon LESSEE. Notwithstanding these conclusions, LESSEE's failure to deliver the requested estoppel statement shall constitute a breach of this Lease.

ARTICLE LII. AUTHORITY

If LESSEE executes as a corporation, a limited liability company, a joint venture, or a partnership, each of the persons executing this Lease on behalf of LESSEE does hereby covenant and warrant that LESSEE is a duly authorized and existing entity, that LESSEE has and is duly qualified to do business under the laws of the State of Hawaii, that LESSEE has full right and authority to enter into this Lease, and that each and all of the persons executing this Lease for and on behalf of LESSEE are authorized to do so. Upon STATE's request, LESSEE shall provide STATE with evidence reasonably satisfactory to STATE confirming the foregoing representations and warranties.

ARTICLE LIII. CONSENTS

In situations where STATE's consent cannot be unreasonably withheld, if it is legally adjudicated that STATE unreasonably withheld its consent or approval, LESSEE's sole and exclusive remedy is to seek specific performance, and in no event will STATE be liable for any monetary damages. All consents or approvals by STATE shall be in writing.

ARTICLE LIV. COUNTERPARTS

This Lease may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same document, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterpart. For all purposes, including, without limitation, recordation, filing, and delivery of this Lease, duplicate unexecuted pages of the counterparts may be discarded, and the remaining pages assembled as one document.

ARTICLE LV. GOVERNING LAW

This Lease shall be governed by, interpreted, and construed in accordance with the laws of the State of Hawaii.

IN WITNESS WHEREOF, the parties have duly executed this Lease on the day and year first above written.

APPROVED AS TO FORM:

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION



JULIA H. VERBRUGGE
Deputy Attorney General

By 

FORD N. FUCHIGAMI
Interim Director of Transportation
STATE

HYAK AVIATION, LLC.
a Nevada limited liability company

By 

Its managing member/President

LESSEE

APPROVED:

BOARD OF LAND AND
NATURAL RESOURCES

By 

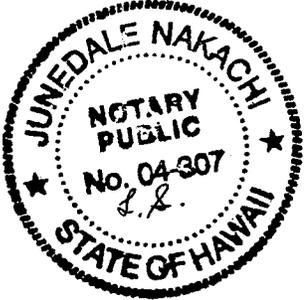
WILLIAM J. AILA, JR.
Chairperson and Member

Approved by the Board
at its meetings held on

05-11-12, Item M-1,
Amended 05-24-13, Item M-1,
Amended 08-23-13, Item M-1,
Amended 03-14-14, Item M-2

STATE OF Hawaii)
City and)
COUNTY OF Honolulu) SS

On this 19th day of July, 2014, before me personally appeared Gordon L. K. Smith and N/A, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

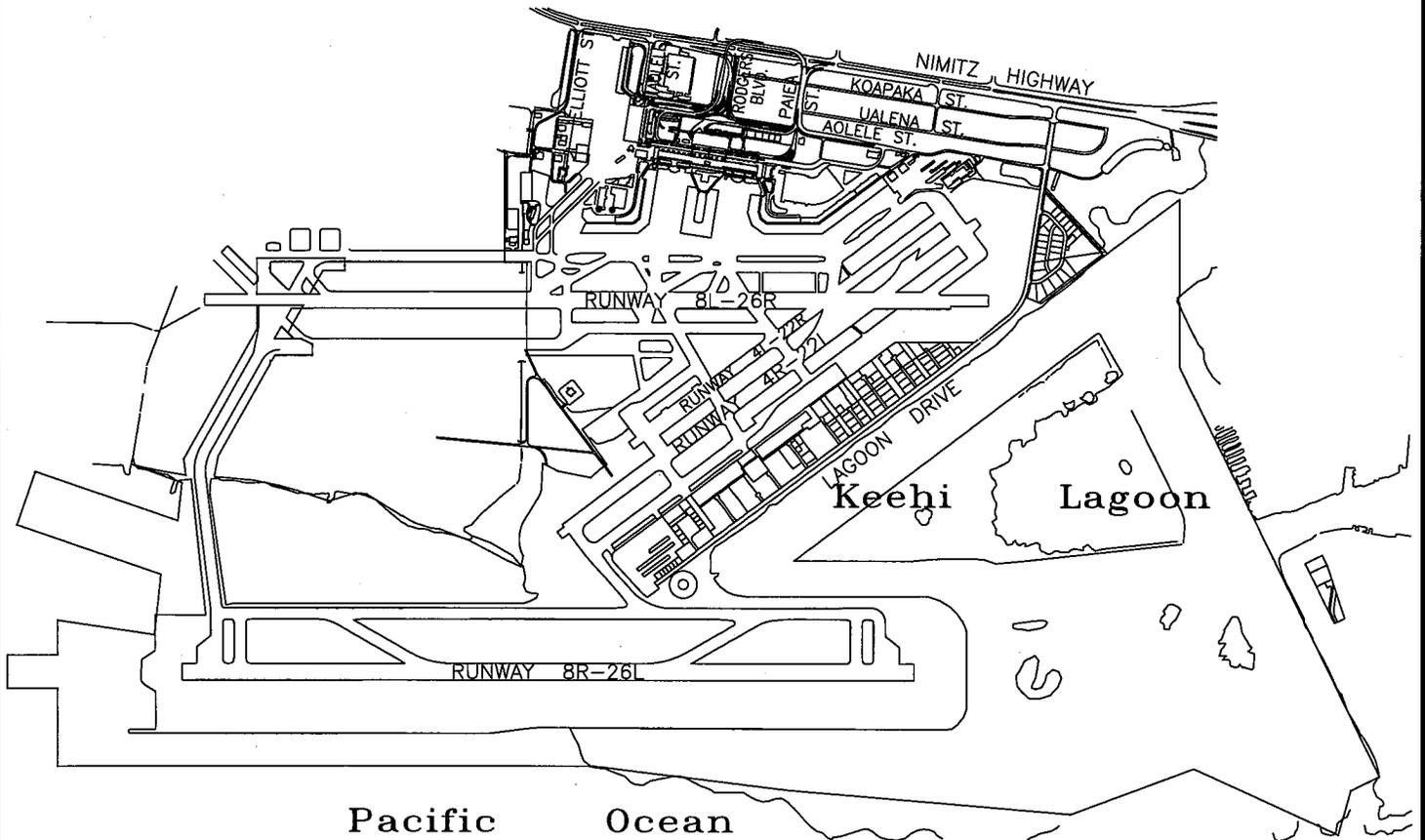


Print Name: Junedale Nakachi
Notary Public, First Judicial Circuit
State of Hawaii

Doc. Description: Hangar Lease
No. of Pages: 74

Junedale Nakachi
Notary signature

My Commission Expires: June 13, 2016



Pacific Ocean

SCALE: 1" = 3000'

DATE :

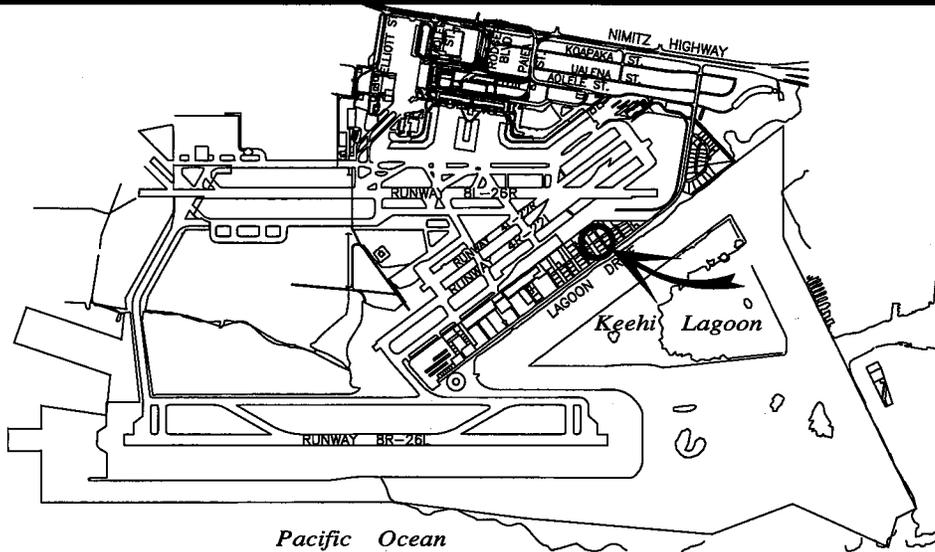
EXHIBIT: **A**



Airports Division

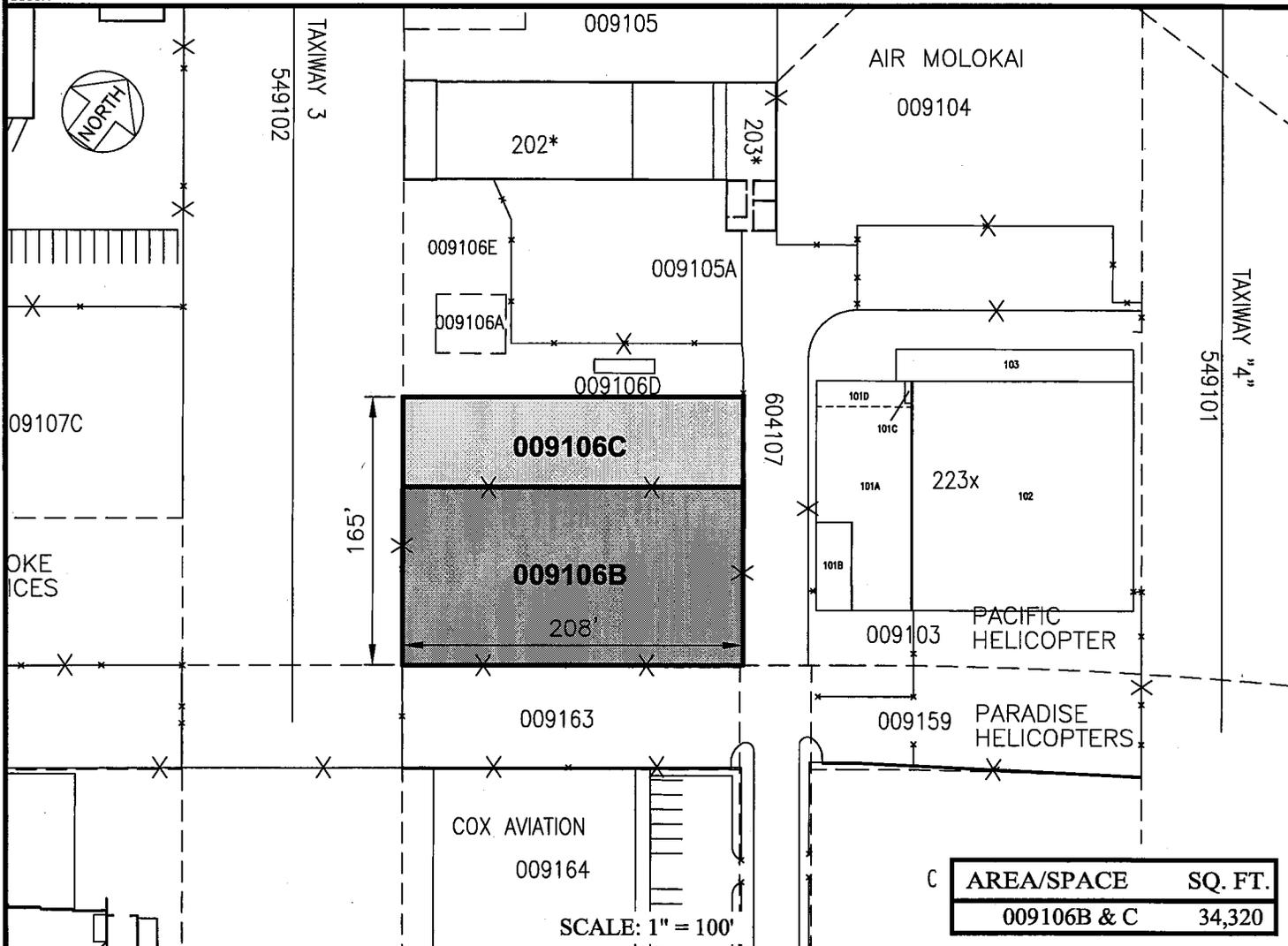
"AIRPORT"

HONOLULU INTERNATIONAL AIRPORT



LOCATION PLAN

5000:1



SCALE: 1" = 100'

AREA/SPACE	SQ. FT.
009106B & C	34,320

DATE : JANUARY 2014

EXHIBIT: **B**



HYAK AVIATION LLC

SOUTH RAMP

**009106B
009106C
PLAT 36**

Re: State of Hawaii, Department of Transportation, Airports Division

Lease No. DOT-A-13-0016 dated _____ (the "LEASE")

to HYAK AVIATION LLC, as Lessee

CONTINUING PERSONAL GUARANTY

This GUARANTY is made this _____ day of _____, 2014 by Gordon L.K. Smith (the "GUARANTOR") whose mailing address is 2385 Okoa Street, Honolulu, Hawaii 96821, in favor of the State of Hawaii, Department of Transportation, Airports Division ("STATE").

STATE has granted a lease to HYAK AVIATION LLC., whose mailing address is 2385 Okoa Street, Honolulu, Hawaii 96821 (the "OBLIGOR") with respect to premises designated as Area/Space No. 009106B and 009-106C, containing an area of 34,320 square feet, more or less, located at Honolulu International Airport; the LEASE number and date are referenced above. GUARANTOR is interested in the business of OBLIGOR in the following capacity; Member. The granting of the LEASE is conditioned on GUARANTOR giving this GUARANTY as security for the payment of rent, and any and all other payments or performance required of the OBLIGOR under the LEASE, and

1. This is a GUARANTY of Payment and Performance of Lease Conditions.

This GUARANTY of payment and performance of LEASE conditions is primary, direct and unconditional. STATE shall not be required to first make demand against OBLIGOR or proceed against OBLIGOR in any court or to exhaust any remedy before proceeding against GUARANTOR.

- (a) GUARANTY of Payment.

GUARANTOR guarantees payment of rent and any other sums which may become due under the above-referenced LEASE. This is a GUARANTY of payment and, in the event the OBLIGOR shall default in any such payment, GUARANTOR shall pay such

sums to STATE within twenty (20) days after STATE shall give written notice of the OBLIGOR'S default and make demand for payment.

(b) GUARANTY of Performance.

GUARANTOR guarantees to fully and completely perform all of the covenants, promises, provisions, duties, responsibilities, obligations, requirements, restrictions, stipulations, terms and conditions set forth under the LEASE. This is a GUARANTY of performance, and in the event the OBLIGOR defaults in any such performance, GUARANTOR shall fully and completely perform the same.

2. This GUARANTY is Unconditional.

This GUARANTY shall be unconditional and irrevocable during the term of the above-referenced LEASE and any renewals or extensions of its term and during the terms of any new leases granted by STATE with respect to the same premises at the end of the term of the above-referenced LEASE.

GUARANTOR waives notice of:

- (a) the acceptance of this GUARANTY by STATE;
- (b) any modification, extension, renewal, waiver, release, or other act or omission to act which would affect the LEASE in any way;
- (c) any default, non-payment, or failure of the OBLIGOR to perform its obligations under the LEASE.

3. This GUARANTY is Not Released by Certain Events.

The GUARANTOR'S liability under this GUARANTY shall not be released or in any way diminished or affected by:

- (a) any modification, extension, renewal, waiver, release, or other act or omission to act which would affect the LEASE in any way;
- (b) the bankruptcy, dissolution, or disability of any individual OBLIGOR or the lack of corporate authority, dissolution, bankruptcy or insolvency of any corporate OBLIGOR;
- (c) any delay, neglect or forbearance on the part of STATE to enforce the obligations of OBLIGOR under the LEASE.

4. This GUARANTY Extends to any Promissory Note given in Lieu of Rent.

GUARANTOR'S liability hereunder shall extend to any promissory note given to STATE by OBLIGOR with respect to unpaid indebtedness under the LEASE or any extensions or renewals thereof.

5. Events of Termination of this GUARANTY.

GUARANTOR'S liability under this GUARANTY shall cease and terminate upon either:

- (a) delivery of a written release of liability to GUARANTOR from STATE;
or
- (b) full and complete performance of all of OBLIGOR'S obligations under the LEASE, including any renewals, extensions or modifications thereof and any promissory notes given by OBLIGOR with respect to unpaid indebtedness under the LEASE.

6. Miscellaneous Matters.

The necessary grammatical changes required to make the provisions of this GUARANTY apply in the plural sense where there is more than one guarantor and to either corporations, partnerships, associations or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. If any provision of this GUARANTY shall

be invalid or unenforceable, the remainder of this GUARANTY shall not be affected thereby and shall be enforced to the extent permitted by law. This GUARANTY contains the entire undertaking of GUARANTOR and shall not be amended or modified during the term hereof except in writing signed by GUARANTOR and STATE. The laws of the State of Hawaii shall govern the validity and enforcement of this GUARANTY. If there is more than one guarantor, the liability of each guarantor shall be joint and several.

Any litigation concerning this GUARANTY shall be initiated in a court of competent jurisdiction in the county in which the leased premises are located and GUARANTOR consents to the jurisdiction of such court.

IN WITNESS WHEREOF, the GUARANTOR has signed this GUARANTY on the day and year first above written.

Dated: 7/19/2014

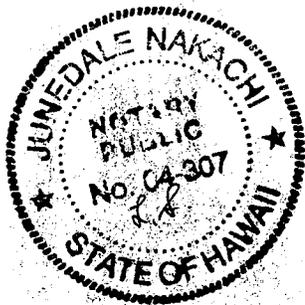


GORDON L.K. SMITH

As: GUARANTOR

STATE OF HAWAII)
) SS
CITY AND COUNTY OF HONOLULU)

On this 19th day of July, 2014, before me personally appeared Gordon L.K. Smith and N/A, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Print Name: Junedale Nakachi
Notary Public, First Judicial Circuit
State of Hawaii

Doc. Description: Continuing Personal Guaranty
No. of Pages: 5

Junedale Nakachi
Notary signature

My Commission Expires: June 13, 2016

HYAK AVIATION LLC
Hangar Lease No. DOT-A-13-0016

FOLLOWING APPENDICES ARE NOT ATTACHED:
(please refer to file folder)

- Appendix A - Development Standards for Leased Airport Property
- Appendix B - Tenant Improvement Guidelines
 - Manual No. 1
 - Manual No. 2
- Appendix C - Design and Construction Requirements as Required
Under Hawaii Revised Statutes §103-50
- Appendix D - Department of Transportation
Assignment of Lease Evaluation Policy
- Appendix E - Department of Transportation
Sublease Evaluation Policy