AIRPORT HANGAR LEASE

THIS AIRPORT HANGAR LEASE (hereinafter "Lease") dated this _____ day of _____ 2013, by and between TALBOT COUNTY, MARYLAND, a charter county and political subdivision of the State of Maryland, hereinafter called "County" and TRIDENT AIRCRAFT MAINTENANCE, INC., a Maryland close corporation with its principal office at 118 Port Ct., Grasonville Maryland 21638, hereinafter called "Tenant."

IN CONSIDERATION of the premises and the terms and conditions herein, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. LEASED PROPERTY

1.1. Property. Subject to the terms and conditions set forth herein, the County hereby Leases unto Tenant certain real property improved with an aircraft hangar situated at 9475 Jet Lane, Easton Airport, Easton, Maryland, consisting of approximately 6,400 square feet, more or less, whose dimensions and location are depicted on Exhibit "A" which is attached hereto and incorporated by reference herein, (the "Premises").

2. RENT

2.1. Tenant shall pay rent ("Rent") for the Premises in consecutive monthly installments, in advance, on the first day of each month in accordance with the following schedule:

Year[1]	Monthly Rent	Annual Rent
1	$4,500	$54,000
2	$5,000	$60,000
3	$5,500	$66,000
4	$5,500 minimum	$66,000 minimum

Monthly rent for years four (4) through ten (10) inclusive shall consist of the minimum rent plus the additional amount of 1/12 of the annual Consumer Price Index for All Urban Consumers (CPI-U); U.S. City Average; All items, not seasonally adjusted, 1982–1984=100 reference base, using the annual rent for the previous year as the base and the annual CPI-U published for the preceding December as the rate of increase. Provided, however, that no such annual increase shall exceed five percent (5%).

[1] For purposes of this Lease, each year commences on May 1 and ends on the ensuing April 30.

3. TERM

3.1. The initial term of this Lease shall be ten (10) years, commencing on the first (1st) day of May, 2013, and terminating on the thirtieth (30th) day of April, 2023. The "Commencement Date" for purposes of this Lease shall be May 1, 2013.

3.2. Option to Renew. Provided that Tenant shall not be in default, Tenant shall have an option to renew this Lease for up to ten (10) successive one-year terms (the "Renewal Term") upon the same terms and conditions set forth herein, including the annual escalation in rent based on the CPI-U index.

3.3. Termination and Renewal. The term of this Lease shall be automatically renewed for each successive Renewal Term unless, not later than November 1st in the year prior to expiration of the initial or any Renewal Term, if either party gives written notice to the other of their intention to not renew, in which event this Lease will automatically terminate upon conclusion of the then current term.

4. USE OF PREMISES

4.1. Hangar. The Premises shall be used by Tenant or its designated affiliate as a hangar for housing and providing aircraft maintenance services. Tenant shall use the Premises for no other purpose without the express prior written consent of County. Tenant shall take such steps as are necessary to ensure that the performance of maintenance work and all related activity on any aircraft does not damage the Premises. Tenant shall control the conduct and demeanor of its employees and invitees, and of those doing business with it, in and around the Premises and shall take all steps necessary to remove persons whom the County may, for good and sufficient cause, deem objectionable.

4.2. Operational Requirements of Tenant. Tenant agrees throughout the term to abide by the following conditions and requirements:

4.2.1. Cancellation of Insurance; Increase in Insurance Rates. Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Tenant's activities hereunder. If the rate of any insurance carried by County is increased as a result of Tenant's use, Tenant shall pay to County within ten (10) days before the date County is obligated to pay a premium on the insurance or within ten (10) days after County delivers to Tenant a certified statement from County's insurance carrier stating that the rate increase was caused by an activity of Tenant at the Premises as permitted in the Lease, whichever date is later, a sum equal to the difference between the original premium and the increased premium.

4.2.2. Waste Disposal. Tenant shall dispose of all commercial and industrial waste in accordance with all applicable regulations and laws of those governmental agencies having jurisdiction or authority thereover. Tenant shall ensure that all solid waste materials are placed in appropriate covered containers designed for use with the type of waste involved, which shall remain covered, and that said containers are maintained within enclosures located on said Premises and

designated to keep said trash containers out of the flow of traffic and obscured from view.

4.3. Hazardous Materials.

4.3.1. Tenant shall not cause or permit any Hazardous Materials (as hereinafter defined) to be brought upon, kept or used in or about the Premises or the Airport by Tenant, its agents, employees, contractors or invitees, without the prior written consent of County, which County shall not unreasonably withhold as long as Tenant demonstrates to County's satisfaction that such Hazardous Materials: (i) are necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws, statutes, ordinances, rules, regulations, orders, requirements, and policies of any and all governmental agencies and authorities and any fire insurance underwriters applicable to any such Hazardous Materials ("Hazardous Materials Laws") and (ii) do not otherwise, due to the quantity, nature or use of such Hazardous Materials, substantially increase the risk of fire or other casualty to the Premises or the Airport.

4.3.2. To the extent any Hazardous Materials are used, kept, or are present in or on the Premises after the Commencement Date, Tenant shall ensure that all such Hazardous Materials, and all uses thereof, are in full compliance with all Hazardous Materials Laws.

4.3.3. If Tenant breaches the obligations stated in Subparagraphs 4.3.1 or 4.3.2 , or if the presence of Hazardous Materials on the Premises after the Commencement Date results in contamination of the Premises or the Airport, or if Hazardous Materials are otherwise discharged or released from the Premises after the Commencement Date, then Tenant shall indemnify, defend (with counsel approved by County) and hold County harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities and losses (including, without limitation, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity of the Airport, damages arising from any adverse impact on marketing of space in the Airport, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the term of this Lease as a result of such breach, contamination, discharge, or release. This indemnification of County by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, State or local governmental agency or political subdivision because of Hazardous Materials present in, on or under the Airport. Without limiting the foregoing, if the presence of any Hazardous Materials on the Premises after the Commencement Date results in any contamination of the Airport, or otherwise results in the release or discharge on, under or from the Premises of Hazardous Materials, Tenant shall promptly take all actions at its sole expense as are necessary to return the Airport to the condition existing prior to the introduction of any such Hazardous Materials to the Airport or to otherwise remove and/or abate the release or discharged Hazardous Materials; provided that County's

approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Airport, will not unreasonably interfere with the use and enjoyment of other portions of the Airport, and will be performed in accordance with all Hazardous Materials Laws. Upon the termination of this Lease, Tenant shall surrender the Premises to County free of any and all Hazardous Materials and in compliance with all Hazardous Materials Laws. This indemnification shall survive the termination or expiration of this Lease.

4.3.4. For the purpose of this Section 4.3, the term "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 *et seq.*), the Hazardous Materials Transportation Act, as amended (49 U.S.C. §1801 *et seq.*), the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. §6901 *et seq.*), Environment Article § 7-101, *et.seq.* Md. Ann. Code, and in the regulations adopted and publications promulgated pursuant to them, or any other federal, State, or local environmental laws, ordinances, rules, or regulations concerning the environment, industrial hygiene or public health or safety now in effect or enacted after this date.

4.4. Compliance with Laws; Federal Aviation Administration ("FAA") Rules and Regulations.

4.4.1. Governmental Regulations. Tenant shall, at Tenant's sole cost and expense, comply with all applicable requirements of county, municipal, State, and federal law, and other governmental authorities now in force, or which may hereafter be in force, pertaining to the Premises, and shall faithfully observe all municipal and county ordinances and State and federal statutes, rules, or regulations now in force or which may hereafter be in force. Tenant shall not allow the Premises to be used for any improper, unlawful or objectionable purpose.

4.4.2. FAA and MAA. This Lease is subject to FAA Regulations Part 107 and Part 139, currently in effect and as amended from time to time, relating to safety and security. Tenant hereby acknowledges that Tenant has received copies of such regulations. If any violation of Part 107 or Part 139 occurs on the Premises, Tenant shall be strictly liable to reimburse County for the full amount of any fine, penalty or other financial loss resulting therefrom. This Lease is also subject to certain assurances mandated by the FAA or Maryland Aviation Administration (MAA) for inclusion in airport Leases.

5. PROHIBITION AGAINST ASSIGNMENT AND SUBLETTING

5.1. General.

5.2. Tenant shall not assign, transfer, sublet, sell, mortgage, pledge, hypothecate or otherwise dispose of, whether by operation of law or otherwise, this Lease or any portion of the Premises without first obtaining the written consent of County. Except as hereinafter provided, any attempted transfer, assignment, sublet, sale, mortgage, pledge or other disposition without County's prior written consent shall be void, confer no rights upon any third parties and shall constitute a non-curable breach of this Lease. County shall not unreasonably withhold its consent to a transfer or assignment if each of the following conditions is satisfied: (a) the proposed assignee has a net worth the same or greater than Tenant's net worth as of the date of this Lease or the date of the assignment, whichever is higher (b) the proposed assignee has agreed in writing to be bound by all the terms and conditions of this Lease and to accept all the duties and obligations of Tenant arising from and after the effective date of the assignment (c) at the time of such assignment, sublease or transfer, Tenant is not in default or breach under this Lease.

5.3. County's consent to any transfer, assignment, subletting, mortgage or other disposition of this Lease or the Premises shall not constitute a waiver or discharge of the provisions of this Section 5 with respect to any subsequent transfer, assignment, subletting, or mortgage and shall not constitute a release of the named Tenant herein of any liability or obligation under this Lease. County's acceptance of rent from any party is not a waiver of any of County's rights under this Section 5. If Tenant's transferee defaults under this Lease, County may proceed directly against Tenant without pursuing its rights against such transfer rate. County may consent to subsequent modifications or assignments of this Lease without notifying Tenant for obtaining Tenant's consent, and such action shall not relieve Tenant of liability under this Lease.

5.4. As used in this Section 5, the term "assignment" shall include a "more than 25% change in ownership of Tenant." A "more than 25% change in ownership of Tenant" shall mean, if Tenant is a corporation, the transfer of more than 25% of the voting stock of Tenant, or if Tenant is a general partnership, the transfer of the right to share in more than 25% of the profits of such partnership; or, if Tenant is a limited partnership, a transfer of more than 25% of the voting rights of the general partner thereof to individual(s) or entities which were not theretofore general partners of Tenant. In addition, the parking of aircraft not owned or under exclusive Lease by Tenant in the Premises shall constitute a sublease for purposes of this Article.

5.5. Tenant affiliate. Notwithstanding this Section 5, Tenant may assign or sublet the Premises, or any portion thereof, without County's consent, to any corporation which controls, is controlled by or is under common control with Tenant, or to any corporation resulting from the merger or consolidation with Tenant, provided that such assignee assumes the full obligations of Tenant under this Lease. Any such assignment or sublease, or any such change or modification thereto, whether with or without Tenant's consent, shall not in any way affect or limit the liability of Tenant under this Lease.

5.6. Right of First Refusal. Should Tenant seek to sell, assign, transfer, or sublet its hangar or related improvements to any party other than an affiliate of Tenant, or in any other way divest itself of control over same, County shall have the right of first refusal for a period of 60 days to enter into a written agreement upon the same terms offered to Tenant by any other bona fide purchaser, assignee, transferee, or Tenant. Tenant shall give County written notice of its offer to sell, assign, transfer, or sublease, any acceptance by any third party, all agreements, terms, provisions, contingencies, covenants, and other terms relating to the proposed transaction, its bona fides, and all other information concerning the proposed transaction that County may request. County's 60-day acceptance period begins to run from the date Tenant provides County with all of the foregoing information.

6. CONDITION OF PREMISES

6.1. As-Is Condition. Tenant hereby acknowledges that neither the County nor anyone acting for or on behalf of the County, has made any representation, warranty or promise to Tenant concerning the physical aspects or condition of any portion or part of the Premises or improvements, the feasibility, desirability or convertibility of the Premises into any particular use, the conditions of the soil, subsoils, ground water, or surface waters or the presence or absence of any toxic waste or hazardous substances or material, and that by entering into this Lease has not relied on any representation, statement or warranty of the County, or anyone acting for or on behalf of the County, and that all matters concerning the Premises shall be independently verified by Tenant, and that Tenant shall Lease the Premises on Tenant's own examination thereof, AND THAT TENANT IS LEASING THE PREMISES IN "AS IS" PHYSICAL CONDITION AND "AS IS" STATE OF REPAIR. Tenant does hereby waive and the County does hereby disclaim all warranties of any type or kind of description, including, without limitation, those of fitness for particular purpose, Tenantability, habitability and use. Tenant hereby expressly waives any and all claims for damages or for rescission or cancellation of the Lease because of any representations made by the County or by any agent of the County. Tenant acknowledges that it has had sufficient time to conduct all inspections, reviews and studies of the Premises that Tenant may deem necessary. Tenant hereby expressly assumes the risk that adverse physical conditions and the full extent thereof, may not be revealed by Tenant's inspections, reviews and studies of the Premises.

6.2. Condition during Term. Tenant shall keep the Premises clean and free of debris at all times. In utilizing the Premises during the term, Tenant agrees to and shall comply with all applicable statutes, ordinances, rules, and regulations established by any federal, State, county, or local government agency.

7. INSURANCE

7.1. Duty to Maintain Insurance. Tenant shall obtain insurance acceptable to County in company or companies acceptable to County. The required documentation of insurance shall be furnished to County upon the execution of this Lease.

7.2. Liability Insurance. Commercial general liability insurance, including coverage for personal injury and property damage for all activities of Tenant arising out of or in connection with this Lease using an occurrence policy form, with policy limits of not less than One Million Dollars ($1,000,000) combined single limit for each occurrence. Such policy shall be endorsed with the following specific language: "Talbot County is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Lease."

7.2.1. "The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability."

7.2.2. "The insurance provided herein is primary coverage to Talbot County with respect to any policy of insurance or self-insurance programs maintained by the County. No insurance held or owned by the County shall be called upon to contribute to a loss."

7.2.3. "The insurer waives the right of subrogation against Talbot County and against its agents and representatives."

7.2.4. "This policy shall not be canceled or materially changed without first giving Talbot County thirty (30) days prior written notice by certified mail."

7.3. Workers' Compensation. Workers' Compensation Insurance with statutory limits as required by the Annotated Code of Maryland. Tenant shall require all subtenants similarly to provide Workers' Compensation Insurance for all of their employees. All policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Talbot County by certified mail."

7.4. Fire Insurance. Fire insurance with standard extended coverage, including vandalism and malicious mischief endorsements, covering all of Tenant's personal property, improvements and alterations in, on or about the Premises to the extent of at least 80% of their full replacement cost, without depreciation. The proceeds from any such policy shall be used by Tenant for the replacement of personal property or the restoration of Tenant's improvements or alterations. All policies shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to Talbot County by certified mail."

7.5. Policy Obligations. Tenant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

7.6. Increases in Minimum Policy Limits. For insurance with no statutory limit, and for which no other provision for inflation or cost-of-living increases is provided in this Lease, policy limits shall be periodically increased at the request of the County.

7.7. Certificate of Insurance. Tenant shall furnish County with copies of all such policies promptly upon receipt of them, or with certificates evidencing the insurance. Before commencement of the Lease, Tenant shall furnish County with binders representing all insurance required by this Lease.

7.8. Failure to Maintain Insurance, Proof of Compliance. Tenant shall deliver to County, in the manner required for notices, copies or certificates of all insurance policies required by this Lease, together with evidence satisfactory to County of payment required for procurement and maintenance of the policy, within the following time limits:

7.8.1. Execution of Lease. For insurance required at the commencement of this Lease, upon execution of the Lease.

7.8.2. After Execution of Lease. For insurance required at a later date, at least twenty (20) days before the requirement takes effect, or as soon thereafter as the requirement, if new, takes effect.

7.8.3. Renewals and Replacements. For any renewal or replacement of a policy already in existence, at least thirty (30) days before expiration or other termination of the existing policy.

7.9. Failure to Procure and Maintain Insurance. Notwithstanding anything stated to the contrary herein, if Tenant fails or refuses to procure or maintain insurance as required by this Lease, or fails or refuses to furnish County with required proof that the insurance has been procured and is in force and paid for, County shall have the right, at the Airport Manager's election and without notice, to procure and maintain such insurance or to immediately terminate this Lease. In the event the Airport Manager elects to terminate the Lease pursuant to this paragraph and Tenant later obtains and provides evidence of the required insurance acceptable to County's Airport Manager, this Lease may be reinstated at the sole discretion of County's Airport Manager. If reinstated, Tenant shall pay Two Hundred Dollars ($200.00) to County to cover the processing costs incurred by County.

8. INDEMNITY; EXCUPLATION

8.1. Indemnity. Tenant shall indemnify, hold harmless and defend County, its agents and employees, from and against any and all actions, claims, damages, disabilities or expenses including, without limitation, personal injuries or death, attorneys' fees, witness costs and court costs that may be asserted by any person or entity, including Tenant, arising out of or in connection with any of the following circumstances:

8.1.1. Use of Premises. Use of the Premises or Airport in any manner by Tenant, its agents, employees, invitees, subtenants, licensees and contractors, and the agents, employees, patrons, contractors and invitees of Tenants and subtenants, including any use of the Premises or the Airport not allowed or prohibited under this Lease.

8.1.2. Breach by Tenant. Any breach by Tenant of the terms, covenants or conditions contained in this Lease.

8.1.3. Other Activities. Any other activities of Tenant, its agents, employees and subtenants whether or not there is concurrent negligence on the part of the County, but excluding liability due to the sole active negligence or sole willful misconduct of County. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for Tenant or its agents under workers' compensation acts, disability benefit acts or other employee benefit acts.

9. COUNTY'S RIGHT TO INSPECTIONS

9.1. County, acting through its Airport Manager or other duly authorized representative, shall have the right to enter upon the Premises at any and all reasonable times during the normal business day throughout the Lease term for the purpose of inspecting the same and posting any notices required or permitted under law.

10. UTILITIES

10.1. Tenant shall be solely responsible for making arrangements for and shall promptly pay all fees, deposits, and charges, including use and/or connection fees, or copies, standby fees and/or penalties for discontinued or interrupted service, and the like, for water, gas, electricity, sewer and sanitation, solid waste disposal, and any other service or utility used in or upon or furnished to the Premises. Under no circumstances shall County have any liability for any interruption, disruption, or termination of utility service, failure or backup of any sanitary sewerage system, including direct or consequential loss, injury, damage, or destruction of any pipes, equipment, inventory, supplies, or any other items of real, Leasehold, or personal property in, on, or about the Premises. In no event shall County be liable for damages or otherwise for any interruption, reduction, disruption, curtailment or failure in the supply, quality or character of electricity, water, or other utility or service if either the quality or character thereof is changed or is no longer available or suitable for attendance requirements, nor shall any interruption, reduction, disruption, curtailment, failure or change in quantity, quality, or character constitute or be deemed to constitute constructive eviction of Tenant or excuse or relieve Tenant from any of its obligations to pay any rent due hereunder.

11. MAINTENANCE AND REPAIRS

11.1. Tenant shall be solely responsible to perform, at its sole cost and expense, all maintenance to the Premises including, without limitation, all mechanical, electrical, heating, ventilating, air-conditioning, plumbing, sanitary sewerage connections and other systems, and maintenance of all parking areas and grounds. Tenant shall keep the Premises in a good, neat, orderly, and safe condition. Notwithstanding the foregoing, if Tenant neglects or refuses to discharge its obligations pursuant to this Section 11 to the

reasonable satisfaction of County, County may make such repairs or undertake such maintenance without liability to Tenant for any loss or damage that may accrue to Tenant's equipment, fixtures or other property or by reason of disruption or interference with Tenant's use or possession of the Premises. Upon completion of such work, Tenant shall promptly reimburse County for all costs incurred by it in performing such maintenance.

12. REGULATIONS AND STANDARDS

12.1. Tenant agrees to abide by the *Easton Airport, Rules and Regulations* (the "Regulations") and the *Minimum Standards for Fixed-Based Operators and Specialized Aviation Service Operations at Easton Airport* (the "Standards"), as applicable, currently in effect and as amended from time to time. Provided, however, that in the event of a conflict between this Lease, the Regulations or the Standards, that provision which is stricter or that provides greater protection to County shall apply. The Regulations and Standards are hereby made a part of this Lease, and Tenant agrees to comply with and observe same, as applicable, at all times. Tenant's failure to keep or observe such rules and regulations shall constitute a material breach of this Lease. County reserves the right to amend or supplement any Regulations and Standards and to adopt and promulgate additional Regulations and Standards applicable to the Premises and the Airport and Airport Facilities. Notice of such additional Regulations and Standards shall be posted on the Airport website and provided to Tenant.

12.2. Tenant shall obtain all required permits, licenses, certificates, or other approvals as may be necessary from time to time to conduct or engage in any business operation or sale on or at the Premises. All such activities shall be subject to the prior written consent by County, which consent shall not be unreasonably withheld.

13. ENVIRONMENTAL MATTERS

13.1. Except for reasonable quantities of fuels, solvents, lubricants, and similar products customarily used in required for the operation and servicing of aircraft, the Premises (including, without limitation, the land, surface water, ground water and improvements therein or thereon) shall be kept and maintained free of all contamination ("Contamination") including, without Limitation (a) any "hazardous waste," as defined in the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (b) any "hazardous substance", "Pollutant", or "contamination", as defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (c) any oil, petroleum products and their byproducts; and (d) any substance the presence of which on the Premises is prohibited or regulated under any federal, State or local law similar to those referred to above. The Premises shall be kept and maintained in compliance with all federal, State and local environmental laws, regulations and ordinances. Tenant shall immediately provide written notice to County of any investigation, complaint, or violation of the any environmental law, regulation or ordinance alleged to have been committed on or about the Premises by Tenant, its officers, agents, employees, including independent

contractors and subcontractors, or by any third person(s), whenever Tenant obtains knowledge or notice thereof. All fuels, solvents, lubricants, and similar products customarily used in required for the operation and servicing of aircraft on the Premises shall be stored and used in compliance with all federal, State and local environmental laws, regulations, and ordinances.

14. SURRENDER OF PREMISES; HOLDING OVER

14.1. Surrender. Upon termination of this Lease, Tenant shall immediately surrender possession of the Premises and shall remove the Aircraft and all other property therefrom, leaving the Premises in the same condition as when received, excepting ordinary wear and tear and improvements made by Tenant as to which County has given consent pursuant to Section 16.1. Tenant shall be liable for any and all damage to the Premises caused by Tenant's use, including, without limitation, bent or broken interior walls, damage to unsealed floors due to fuel oil spillage, or doors damaged due to Tenant's improper or negligent operation. Tenant's obligation under this Section 14 to surrender the Premises in the same condition as when received shall include, without limitation all building apparatus, equipment, mechanical systems, electrical systems, air-conditioning, plumbing, heating, ventilation, lighting, alterations, improvements, and additions. In addition, Tenant shall deliver to County all keys for the Premises as well as all combinations for doors, locks, safes, and vaults in the Premises.

14.2. Holding Over. If Tenant shall continue to occupy or possess the Premises after the termination of this Lease without the consent of County, then unless County and Tenant have otherwise agreed in writing, Tenant shall be a Tenant on a month-to-month basis. All the terms, provisions and conditions of this Lease shall apply to this month-to-month tenancy except those terms, provisions and conditions pertaining to the term, and except that the monthly rent shall be immediately adjusted upward upon the expiration or termination of this Lease to equal two hundred percent (200%) of the monthly rent for the Premises in effect under this Lease during the month which includes the day immediately prior to the date of the expiration or termination of this Lease. This month-to-month tenancy may be terminated by County or Tenant upon thirty (30) days' prior notice to the non-terminating party. In the event Tenant fails to surrender the Premises upon such termination or expiration, the Tenant shall indemnify and hold County harmless against all loss, liability, cost or expense resulting from or arising out of Tenant's failure to surrender the Premises, including, without limitation, any amounts required to be paid to any lessee or prospective lessee who was to have occupied the Premises after said termination or expiration and any related attorneys' fees and brokerage commissions. Notwithstanding the foregoing, no termination of this Lease shall release Tenant from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or date of surrender if it be later.

15. LOSS OF DAMAGE TO PROPERTY OR PREMISES

15.1. Casualty. County will not be responsible for any loss or damage to any aircraft or other tangible or intangible personal property in or on the Premises. If the facilities constructed on the Premises shall be damaged or destroyed by fire, flood, wind or other casualty, Tenant shall replace or restore such facilities to a condition at least equal to that which existed prior to such casualty. The insurance obtained by Tenant pursuant to Section 7 hereof shall be sufficient to protect any and all property belonging to Tenant, County, and any third party.

15.2. Waste or Nuisance. Tenant shall not commit, or suffer to be committed, any waste upon the Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other Tenant of the Airport.

16. ALTERATIONS AND MODIFICATIONS

16.1. General. Tenant shall not at any time make any alteration, addition, improvement or other changes to the Premises without County's prior written approval. As a condition to evaluating any request by Tenant pursuant to this Section 16, County may require Tenant to provide plans, specifications or other information to County to enable County to evaluate Tenant's request. Tenant agrees that any permitted alteration, addition or improvement shall immediately become the property of County and shall remain upon the Premises at the expiration of the Lease, unless County requires the restoration of the Premises to their original condition, in which case Tenant agrees to comply with such requirement at Tenant's sole cost and expense prior to the expiration or other termination of this Lease. County may condition its approval of any proposed alteration, addition, or improvement upon Tenant's posting such completion, payment, and other bonds or security to insure completion of such work and payment of the claims of all contractors, subcontractors, material suppliers and laborers as County might require. In such case, Tenant will not commence such alteration, addition, or improvement until it has delivered such security and County has approved it.

16.2. Liens and Completion. Should County consent to any proposed alteration, addition, or improvement or other change to the Premises pursuant to Section 15, Tenant shall promptly commence the same and thereafter diligently pursue the same to completion in good and workmanlike manner and strictly in accordance with the plans, specifications and other information given to County and the requirements of County and its insurer. Tenant shall promptly pay all contractors, subcontractors, laborers and materials suppliers. County may post and record such notices of non-responsibility and take such other action as may be required to preclude any contractor, subcontractor, material supplier or laborer from asserting a lien against County or its interest in the Premises or Airport or Airport facilities. Should any mechanic's lien be asserted or filed by reason of Tenant's work or improvements, Tenant shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by County.

17. NATIONAL EMERGENCY

17.1. During time of war or any national, State, or local emergency duly declared by the federal, State, or local government, County reserves the right to permit use of the Premises and the Airport, or any part thereof, by the United States, the State of Maryland, or any federal or State agency, or by Talbot County, or any agent thereof in connection with any such emergency. If any such use impinges upon Tenants use and possession of the Premises pursuant to the provisions of this Lease, this Lease shall be suspended for the duration of such use and reinstated thereafter upon the same terms and conditions with a pro-rata abatement of rent.

18. SUBORDINATION

18.1. This Agreement shall be subordinate to the provisions of any existing or future agreement between County and the United States, the FAA, the State of Maryland, or the MAA concerning development, maintenance, or operation of the Airport, execution of which may be required to obtain or continue federal or State funding to or for the Airport. Tenant shall, from time to time, execute and deliver such other and additional documents upon such terms and conditions and in form satisfactory to County as County may deem necessary or desirable to effectuate the terms of this Lease or any provision thereof. Tenant hereby acknowledges, represents, and warrants that this Lease does not now, and will not in the future contravene the terms and conditions of any such existing or future agreement.

19. BANKRUPTCY

19.1. Should Tenant file any petition or institute any voluntary proceedings, or be named in any involuntary proceedings under the Bankruptcy Act, either as such Act now exists or under any amendment thereof which may hereafter be enacted, or under any other Act or Acts, either as a bankrupt or as an insolvent, wherein or whereby Tenant seeks to be adjudicated a bankrupt or to be discharged from any or all of its debts, or to effect a plan of reorganization, or for any other similar relief, or if any such petition or proceedings of the same or similar kind or character shall be filed or taken against Tenant, or if any receiver for all or a substantial part of the business of Tenant shall be appointed by any court, and such petition or proceeding shall not be set aside or dismissed or the appointment of said receiver revoked within thirty (30) days, then, in any of such events, County may, at County's option, cancel and terminate this Lease on the giving to Tenant of a thirty (30) day notice in writing.

20. RIGHT OF RE-ENTRY

20.1. It is further agreed that, if the rent shall be twenty-five (25) days in arrears, County shall have the right to distrain for the same, and to re-enter and take possession; and if the Tenant shall violate any of the foregoing covenants, the County shall have the right to re-enter and take possession; provided, however, that except for the non-payment of rent, in no event shall County exercise its remedies for default hereunder unless and until County shall have given Tenant written notice of such default, and the default

shall remain uncured for a period of thirty (30) days after receipt by Tenant of such written notice.

21. TENANT'S COVENANTS

21.1. Tenant hereby covenants with the said County to pay the rent as aforesaid, to keep and maintain the Premises in good order, and to surrender the peaceful and quiet possession of the same at the end of the said term, in as good condition as when received (the natural wear and decay of the property and improvements thereon excepted). Tenant represents and warrants, both at the time of execution of this Agreement and throughout its term, that it is and will remain duly incorporated, that it is authorized according to its charter, by-laws, and/or other organizational documents and agreements, if any, to enter into this Lease, that all conditions, approvals, and consents shall have been validly provided and obtained, and that its corporate officer(s) shall have validly obtained actual corporate authority from the Tenant to execute any and all documents required by County.

22. DEFAULT

22.1. The occurrence of any one or more of the following events shall constitute a material default or breach of this Lease by Tenant:

22.1.1. Tenant's vacating or abandonment of the Premises.

22.1.2. Failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, promptly when due.

22.1.3. The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant, if such failure continues for a period of thirty (30) days after written notice thereof from County to Tenant; provided, however, that if the nature of Tenant's failure is such that more than thirty (30) days is reasonably quiet required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said period and thereafter diligently prosecutes such cure to completion. Notwithstanding the foregoing, it is agreed that any default under Section 2 in the payment of rent must be cured within thirty (30) days and is not subject to the requirement of prior written notice of default under this Section 22.

22.1.4. The making by Tenant of any general assignment or general arrangement for the benefit of creditors; (ii) the filing by or against Tenant of a petition to have Tenant adjudicated a bankrupt or a petition for reorganization or rearrangement under any law relating to bankruptcy unless, in the case of a petition filed against Tenant, the same is dismissed within forty-five (45) days; (iii) the appointment of a trustee or receiver to take possession of substantially all of Tenants assets located at the Premises or of Tenants interest in this Lease, where possession is not restored to Tenant within thirty

(30) days; or (iv) the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises for Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days.

22.1.5. The discovery by County that any financial statement given to County by Tenant, any transfer rate, or any guarantor of Tenant's obligations hereunder, was materially false.

23. REMEDIES

23.1. In the event of any such default or breach by Tenant, County may, at any time thereafter, with or without notice or demand and without limiting County in the exercise of any right or remedy which County may have by reason of such default or breach:

23.1.1. Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to County. In such event County shall be entitled to recover from Tenant all damages incurred by County by reason of Tenant's default, including, but not limited to, the cost of recovering possession of the Premises; expenses of the re-letting, including necessary renovation and alteration of the Premises; County's reasonable attorneys fees and brokerage commissions incurred in connection with such re-letting; the present worth, at the time of the award by the court, of the amount by which the unpaid rent and other charges payable hereunder for the balance of the Term at the time of such award exceeds the amount of such rental loss for the same period which Tenant proves could be reasonably avoided; and interest on unpaid rent or other sums payable by Tenant under the provisions of this Lease from the date the same became due at the rate of fifteen (15%) per annum. In the event Tenant abandons the Premises, County shall have the option of (i) retaking possession of the Premises and recovering from Tenant the amount specified in this Section 23.1.1 or proceeding under Section 23.1.2.

23.1.2. Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant has abandoned the Premises. In such event, County shall be entitled to enforce all of County's rights and remedies under this Lease, including the right to recover all rent and other charges as they become due hereunder.

23.1.3. Pursue any other remedy now or hereafter available to County under the laws or judicial budget decisions of the State of Maryland.

24. TAXES

24.1. Tenant, at all times, shall be responsible for and shall pay, before delinquency, all taxes levied or assessed on any Leasehold interest, any right of occupancy, or any investment of Tenant in the Premises, or any personal property of any kind owned, installed or used by Tenant in or about the Premises, including Tenant's Leasehold improvements, equipment, and trade fixtures.

25. NOTICES

25.1. All notices to be given by either party to the other hereunder shall be in writing and shall be delivered in person or given by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows or to such other address as the party in question may specify in a written notice to the party giving notice:

TO COUNTY:

Easton Airport Manager
29137 Newnam Road, Unit 1
Easton, Maryland 21601

TO TENANT:

John V. Galdieri, III
118 Port Court
Grasonville, Maryland 21638

All notices shall be deemed given on the date said notice is deposited in the U.S. Mail or hand-delivered. The parties' respective attorneys may give notices on their behalf.

26. REPRESENTATION AND WARRANTIES OF TENANT

26.1. Tenant represents and warrants to County that, as of the date of execution hereof and throughout the term of this Lease:

26.1.1. Good Standing and Authority. Tenant is a Maryland close corporation duly organized, validly existing and in good standing under the laws of the State of Maryland. Tenant has the requisite power and authority to carry out the transactions contemplated by this Lease and such transactions have been duly authorized and approved by the requisite corporate approvals, resolutions and actions of Tenant. This Lease has been duly executed and delivered by Tenant and is the legal, valid and binding obligation of Tenant enforceable according to its terms.

26.1.2. No Conflicting Agreements. The consummation of the transactions contemplated by this Lease, and compliance with the provisions hereof, will not conflict with, or result in the breach of, the terms, conditions or provisions of, or constitute a breach or default of any note, debenture, mortgage, loan agreement or other instrument to which Tenant is a party, or by or to which Tenant is bound, or violate or contravene any statute, rule, regulation, order or decree by which Tenant is bound or require any filing, permit, consent or approval of any governmental agency.

27. MISCELLANEOUS PROVISIONS

27.1. Entire agreement. This Lease contains the entire under-standing between the parties concerning the subject matter. There are no other promises, covenants, warranties, undertakings, or understandings other than as set forth herein. All prior or contemporaneous discussions, negotiations, or representations are merged herein.

27.2. Additional documents. Tennant agrees to execute such other, additional documents as County may request from time to time if County, in the exercise of its discretion, determines that the execution of the same is necessary or desirable to effect, enforce, or ratify any term, covenant, condition, promise, or undertaking of this Lease.

27.3. Joint and Several Obligations. If Tenant consists of more than one person, the obligation of all such persons is joint and several.

27.4. Captions, Table of Contents. The table of contents of the Lease and the captions of the various articles and sections of this Lease are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content, or intent of this Lease or any part or parts of this Lease.

27.5. Gender. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter and the feminine includes the neuter, and each includes corporation, partnership or other legal entity when the context so requires.

27.6. Singular and Plural. The singular number includes the plural wherever the context so requires.

27.7. Exhibits, Addenda. All exhibits and addenda to which reference is made in this Lease are incorporated in the Lease by the respective references to them, whether or not they are actually attached, provided that they have been signed or initialed by the parties. Reference to the "Lease" includes matters incorporated by reference.

27.8. Merger. This Lease is intended both as the final expression of the Lease between the parties hereto with respect to the included terms, and as a complete and exclusive statement of the terms of the Lease. No modification of this Lease shall be effective unless and until such modification is evidenced by a writing signed by both parties. No

promise, representation, warranty or covenant not included in this Lease has been or is relied on by either party. Each party has relied on his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. This Lease shall be construed according to the fair meaning of its language. The rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed in interpreting this Lease. The failure or refusal of either party to inspect the Premises, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction, constitutes a waiver of any objection, contention or claim that might have been based on such reading, inspection or advice.

27.9. Successors. Subject to the provisions of this Lease on assignment and subletting, each and all of the covenants and conditions of this Lease shall be binding on and shall inure to the benefit of the heirs, successors, executors, administrators, assigns and personal representatives of the respective parties.

27.10. Broker's Commissions, Expenses. Tenant and County mutually covenant that no brokers have been or will be used with respect to this Lease. In the event any broker or finder perfects a claim for a commission or finder's fee based upon any such contract, dealings or communication, the party through whom the broker or finder makes a successful claim shall be responsible for said commission or fee and all costs and any expenses (including reasonable attorneys' fees) incurred by the other party in defending against the same.

27.11. Applicable Law and Forum. This Lease shall be construed and interpreted according to Maryland law and any action to enforce the terms of this Lease or for the breach thereof shall be brought and tried in Talbot County, Maryland.

27.12. Waiver. Failure of either party to insist, in one or more instances, upon strict performance of any obligation of this Lease or to exercise any right or option herein appearing, shall not be construed as a waiver or relinquishment of such obligation, right or option, but the same shall continue and remain in full force and effect. No waiver by either party of any part of this Lease shall be deemed to have been made unless it has been expressed in writing and delivered to the other party.

27.13. Covenants and Conditions. All provisions of this Lease whether covenants or conditions, on the part of Tenant shall be deemed to be both covenants and conditions and such covenants shall survive termination.

27.14. Corporate Authority. If Tenant is a corporation, Tenant shall deliver to County upon execution of this Lease, a certified copy of a resolution of its board of directors authorizing the execution of this Lease and naming the officers that are authorized to execute this Lease on behalf of the corporation.

27.15. Time of Essence. Time is and shall be of the essence of this Lease and of each and every provision contained in this Lease.

27.16. Non-Discrimination. Tenant shall comply with all applicable federal, State and local laws, rules and regulations relating to non-discrimination in employment and services because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition and handicap.

27.16.1. Tenant, for itself, its successors in interest, or assigns, as a part of the consideration hereof, does hereby covenant and agree that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Premises or the improvements or equipment located thereon; (2) that, in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended. In the event of breach of any of the above non-discrimination covenants, County shall have the right to terminate the Lease and re-enter and repossess the Premises and hold the same as if said Lease had never been made or issued.

27.17. No Third Party Beneficiaries. Nothing contained in this Lease shall be construed to create and the parties do not intend to create any rights in third parties.

27.18. Construction of Lease; Severability. To the extent allowed by law, the terms, covenants, conditions, provisions and Leases in this Lease shall be construed and given effect in a manner that avoids any violation of statute, regulation or law. County and Tenant covenant and agree that in the event any term, covenant, condition, provision or Lease in this Lease is held to be invalid or void by court of competent jurisdiction, the invalidity of any such term, covenant condition, provision or Lease shall in no way affect any other term covenant, condition provision or Lease in this Lease.

27.19. Requests from Airport Manager. Tenant shall cooperate with any reasonable request from County's Airport Manager regarding use or operations at the Airport.

27.20. Relationship. The parties intend by this Lease to establish the relationship of Landlord and Tenant only, and do not intend to create a partnership, joint venture, joint enterprise, or any business relationship other than that of Landlord and Tenant.

27.21. Standards of Consent. Unless a different standard is expressly set forth herein, any time County's consent is required or a determination is to be made by County, County may make such determination or grant or withhold such consent in its sole and absolute discretion.

27.22. Waiver of Jury Trial. The parties hereby waive any right to a trial by jury or any litigation arising under this Lease.

IN WITNESS WHEREOF, County and Tenant have duly executed and affixed their respective seals to this Agreement on the day and year indicated.

COUNTY:

ATTEST:

TALBOT COUNTY, MARYLAND

_____

_____(SEAL)
Mike Henry, Airport Manager

Date: _____

TENANT:

ATTEST:

TRIDENT AIRCRAFT MAINTENANCE, INC.

_____

_____(SEAL)
By: John V. Galdieri, III, President

Date: _____

PERSONAL GUARANTEE

John V. Galdieri, III, (hereinafter Guarantor), does hereby personally guarantee the performance of all terms, conditions, covenants, undertakings, and obligations with regard to this Lease Agreement. In the event that Trident Aircraft Maintenance, Inc., its successor, assignee, or subtenant fails to make any payment to Talbot County, Maryland, or fails to perform in any manner with regard to said Lease Agreement between the two entities, the Guarantor does hereby promise to make all payments and perform all other obligations in the same manner as if he were the principal of said Agreement.

_____
John V. Galdieri, III

STATE OF MARYLAND
County of _____

BEFORE ME, a Notary Public in and for the State and County aforesaid, this _____ day of _____ 2013, personally appeared **MIKE HENRY**, who acknowledged himself to be the Easton Airport Manager, of Talbot County, Maryland, a charter county and political subdivision of the State of Maryland, and that he as such, being authorized to do so, executed the foregoing Lease Agreement for the purposes therein contained, by signing the name of said Talbot County, Maryland by himself as the Easton Airport Manager.

_____
Notary Public

My commission expires: _____

STATE OF MARYLAND
County of _____

BEFORE ME, a Notary Public in and for the State and County aforesaid, this _____ day of _____ 2013, personally appeared **JOHN V. GALDIERI, III**, known to me, or satisfactorily proven to be the person whose name is affixed hereto, and, being authorized to do so on behalf of TRIDENT AIRCRAFT MAINTENANCE, INC., made oath in due form of law that he executed the same for the purposes therein contained.

_____
Notary Public

My commission expires: _____

i:\county attorney\airport\leases - agmts etc\lease - tamara charters, ltd\lease - tamara charter, ltd - 1.16.13.docx

EXHIBIT "A"

9475 Jet Lane at Easton Airport

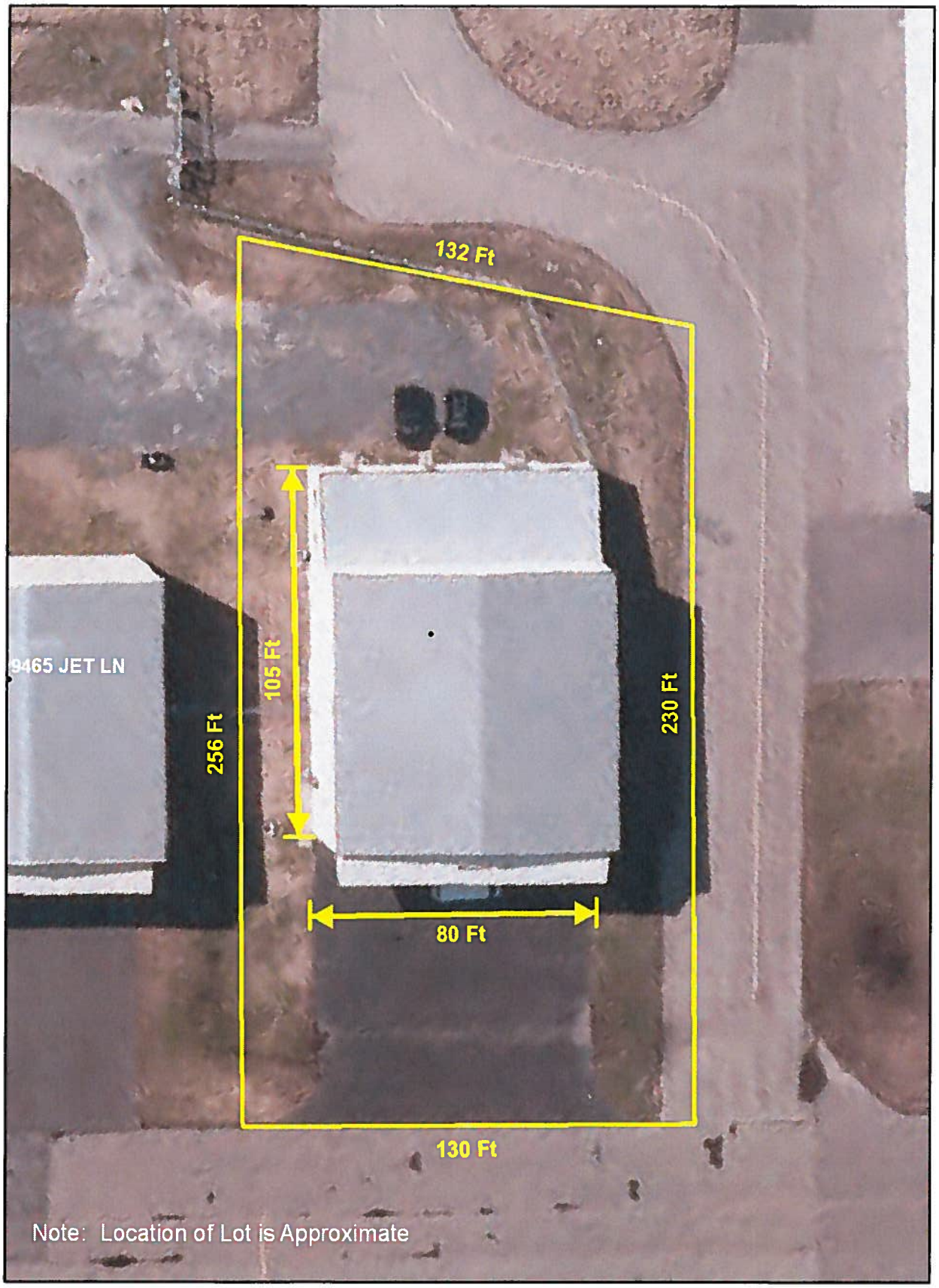

Photo Date: March 2010