

FILE COPY

SHREVEPORT DOWNTOWN [X] REGIONAL [] AIRPORT
NON-COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT made and entered into this 16th day of December, 2011 by and between:

THE CITY OF SHREVEPORT, LOUISIANA, a municipal corporation of the state of Louisiana, appearing herein through its duly authorized agency, **THE SHREVEPORT AIRPORT AUTHORITY ("SAA")**, whose mailing address, for purposes of this Act, is 5103 Hollywood Avenue, Suite 300, Shreveport, Louisiana 71109, represented herein by **KEITH E. GAMBLE**, its **Chairman**, hereinafter referred to as "**LESSOR**."

AND

BEF AVIATION, LLC, a limited corporation organized and existing under the laws of the state of Louisiana, whose mailing address is 620 Southern Trace Pkwy, Shreveport, Louisiana, 71106, being duly represented by Dr. Benjamin E. Foster, its Owner/Manager, duly authorized to act, hereinafter referred to as "**LESSEE**."

Pursuant to the terms and conditions hereof, LESSOR hereby leases to LESSEE, and LESSEE hereby leases from LESSOR, the property hereinafter referred to as "the Leased Premises," described as:

That certain property within and being a part of Downtown Municipal Airport in Section 19, Township 18N, Range 13W, Bossier Parish, Louisiana being more particularly described as:

A tract of land identified as Lots 62, measuring 50' x 10', and Lot 63, measuring 50' x 100', combined for a total of 10,000 square feet and shown in red on a map entitled "Lease Property Downtown Municipal Airport", prepared by Aillet, Fenner, Jolly & McClelland, Inc. Consulting Engineers, said map being attached hereto and made a part hereof.

1. Terms and Options

The primary term of this Lease shall commence on December 1, 2011 and expire on November 30, 2016. Provided LESSEE is not in default of any provision of this Lease at the time it exercises the option(s) granted herein, LESSOR hereby grants to LESSEE the option to renew this Lease for two (2) additional five year terms, on the same terms and conditions as set forth herein, subject, however, to the adjustments and rents set forth below. To exercise each option, LESSEE shall send written notice to LESSOR at least sixty (60) days prior to the expiration date of the term then in effect. All payments due under this Lease shall be made at 5103 Hollywood Ave., Suite 300, Shreveport, Louisiana, 71109.

2. Rentals

As rental for the Leased Premises, LESSEE agrees to pay LESSOR as follows: **ONE THOUSAND THREE HUNDRED FORTY AND NO/100 DOLLARS (10,000 sf x \$.134 = \$1,340.00)** per year, subject to adjustment as provided below, payable annually, in advance, the first annual payment coming due on December 1, 2011, ("Commencement Date") and subsequent payments coming due on the same date of each year thereafter during the term of this Lease. Any payment of rent not paid when due shall bear interest at the rate of twelve (12%) percent per annum from the date it becomes due until paid. The rental rates do not include utilities or the installation of utility metering devices which cost or charges shall be paid by LESSEE.

During each successive year of the primary or any renewal term hereof, beginning one year after the commencement date of this Lease, the annual rental shall be adjusted in the ratio that the CPI, as hereinafter defined, for the last month of each year of the Lease bears to the CPI for the month last preceding the commencement date of the Lease, provided that the rent as adjusted for each term shall not in any event be less than the annual rental for the first year hereof. CPI as used herein shall mean the Consumer Price Index for All Urban Consumers, U.S. Average, All items, 2004 equals 100, issued by the U.S. Bureau of Labor Statistics Section of the monthly Labor Review. LESSOR shall give LESSEE written notice of such change not less than thirty (30) days before the effective date of the new rental rate provided, however, that such rental shall be adjusted unless the same adjustments are made for all airport LESSEES in the same category as LESSEE.

3. Self Fueling Flowage Fees

In the event LESSEE has obtained from LESSOR a permit for dispensing fuel, LESSEE agrees to pay as additional consideration for this Lease a flowage fee in accordance with the SAA's self-fueling permit.

LESSOR reserves the right at any time and at its sole option upon thirty (30) days prior written notice to LESSEE to increase or decrease the amount of fuel flowage fees to be paid by LESSEE.

LESSOR reserves the right to audit the records pertaining to any fuel flowage fee owing to LESSOR. In the event that a discrepancy greater than ten (10%) percent of the report amount is

determined by audit, LESSEE shall pay, the cost of the audit and any delinquent flowage fees, plus interest. LESSOR shall pay for the cost of the audit if the discrepancy is less than ten (10%) percent of the amount reported.

4. Operations

LESSEE represents that it will use the Leased Premises solely for the storage, maintenance, and repair of its own aircraft and that of any affiliated companies which shall be used only by its own personnel, agents and invitees or those of any affiliated companies. LESSEE agrees that the aircraft to be stored in the Leased Premises shall not be used in any charter and/or "for hire" service or to display aircraft held by it for sale, or for any other purpose common to Fixed Base Operators or Commercial Operators. LESSEE shall not engage in any type of commercial activity on the Leased Premises.

LESSEE agrees that the primary purpose of the hangar (privately owned) will be aeronautical in nature; however, the hangar may be used to temporarily store other items of personal property when such storage in no way interferes with the storage of aircraft, and does not otherwise violate this lease. Such storage shall not violate fire regulations, cause structural or other damage to airport improvements, including surface areas, nor detract from the clean orderly appearance of the airport. No activities shall be permitted which are primarily commercial in nature or which exceed the limit of aircraft repair and maintenance which LESSEE is authorized to perform by Federal Aviation Administration ("FAA") regulations or SAA Minimum Standards.

LESSEE shall not use the Leased Premises for the storage, maintenance or repair of aircraft owned by others (or its affiliated companies) or aircraft purchased by it with the intent to resell said aircraft without having first used it regularly for air transportation. Should LESSEE allow the Leased Premises to be used for the storage, maintenance or repair of aircraft not owned by it or for commercial purposes, then, LESSOR may, at its option, terminate this lease upon ten (10) days written notice to LESSEE.

5. Maintenance

LESSEE acknowledges it has inspected the Leased Premises and agrees to maintain, at its sole cost and expense, all equipment, and improvements on the Leased Premises, and shall promptly make any and all repairs or replacements as necessary. LESSEE also agrees to maintain the Leased Premises

and its improvements and equipment in good operating order and in a neat, orderly and presentable condition consistent with good business practices. This obligation to repair includes the obligation to make all repairs to the building and therefore, the responsibility to maintain the roof and exterior structures of the building and taxiways or aprons now or hereafter constructed on the Leased Premises by the LESSEE.

LESSEE agrees to pay for all utilities consumed on the Leased Premises including, interior and exterior utility lines, equipment, fixtures and connections owned or installed by or for LESSEE. LESSEE agrees to pay for and to maintain in force all insurance required by this Lease.

LESSEE shall also be responsible for snow removal in or on the Leased Premises.

In the event the United States of America or some other agency, governmental or otherwise, not hired, paid or employed by LESSOR to do so, should take over, supervise and operate runways, landing areas, lights, radio control tower, and other aerial navigation aids or facilities which shall have been operated and maintained at the Shreveport Downtown Airport by LESSOR at its own expense, and LESSEE is required to make payment to such agency for the use of the facilities, then the rentals and fees provided herein for LESSEE to pay LESSOR for that particular use or activity shall terminate, it being the intent hereof that LESSEE shall not be required to pay duplicate charges.

LESSOR shall not be liable for any damage either to person or property, whether sustained by LESSEE or by other persons, due to the Shreveport Downtown Airport ("DTN") or any improvements thereon or any part thereof of any appurtenances thereof coming out of repair, or due to any accident in or about the Airport, or due to any act or neglect of any tenant, any occupant of the DTN or any other person, or due to lack of snow or water removal on the DTN or any part thereof or in connection with the construction of any improvement by LESSOR or its contractors at the DTN. Without limiting the generality of the foregoing, LESSOR shall not be liable for damage caused by water, stream, snow, ice, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of LESSOR, unless the damage is proved to be the result of the gross negligence or willful misconduct of LESSOR.

In addition to other rights and remedies of LESSOR hereunder, if LESSOR discovers and reports any maintenance deficiency to LESSEE that in LESSOR's opinion is the responsibility of LESSEE and

requires repair or replacement in order to maintain the Leased Premises, LESSEE will promptly undertake and complete such repairs or replacements at its expense. In the event LESSEE fails to perform its obligations hereunder, LESSOR may, at its sole option, after thirty (30) days notice, undertake and complete any such maintenance, repairs or replacements, but will have no obligation to do so, and the cost thereof, will be deemed additional rent, and will be paid by LESSEE to LESSOR no later than thirty (30) days after the date of invoice from LESSOR to LESSEE for such costs.

LESSEE will provide a complete and proper arrangement for the frequent and adequate sanitary handling and disposal, away from the DTN, of all trash, garbage and other refuse caused as a result of the occupancy or use of the Leased Premises.

All maintenance, repairs, additions or other work of any kind or nature performed, constructed or installed by or on behalf of LESSEE in or upon the Leased Premises, will conform in all respects to (a) all applicable federal, state and local statutes, ordinances and building codes, (b) all applicable rules and regulations promulgated by LESSOR (c) the SAA's design standards, if any, for the DTN as promulgated by LESSOR from time to time.

6. Airport Rules and Regulations

LESSEE shall comply with all laws, ordinances, regulations or requirements of any governmental or quasi governmental authority, including any and all regulations established by the General Aviation Minimum Standards for Shreveport Downtown Airport adopted February 5, 2004, effective March 1, 2004 and/or any and all modifications and amendments thereto and/or any and all modifications and amendments thereto (the applicable Minimum Standards are referred to herein as the Minimum Standards") and or LESSOR'S Rules and Regulations, now in existence or hereafter promulgated or modified pertaining to the Leased Premises or to any use or occupancy thereof including but not limited to the following:

- A. The LESSEE shall obtain all necessary permits from the City, State, State Fire Marshall, utility companies or any other regulatory body requiring such documentation. **Copies of all such permits shall be submitted by the LESSEE to the LESSOR prior to occupying and/or commencing operation in or on the Leased Premises.**
- B. The LESSEE shall not store aircraft parts or trailers outside of the hangar on the Leased Premises, but the LESSEE may store airworthy aircraft owned by the LESSEE outside of such hangar. Temporary parking of vehicles on the Leased Premises is

authorized when the LESSEE is on the Leased Premises or the LESSEE'S aircraft is in use.

- C. The LESSEE shall not allow non-airworthy aircraft to remain outside of the hangar on the Leased Premises for more than ninety (90) days without the written consent of the LESSOR.
- D. The LESSEE shall not store aviation gasoline or other gasoline or fuel on the Leased Premises other than that normally kept in the tanks of aircraft, absent a specific permit issued by the SAA to do so.
- E. The LESSEE shall not permit its employees or guests to enter onto the aircraft movement areas of the airport without obtaining permission from the Airport Control Tower.
- F. The LESSEE shall not permit employees or guests to violate airport rules and regulations and/or laws of any governmental authority, including but not limited to the SAA, the City of Shreveport, the FAA or the State of Louisiana. This includes, without limitation, security rules and regulations.
- G. LESSEE agrees to follow the terms and conditions of the DTN's Louisiana Pollutant Discharge Elimination System (LPDES) Multi-Section Permit for Storm Water Discharges Associated with Industrial Activities (LAR05M186) including the terms and conditions of the airport's Storm Water Pollution Prevention Plan (SWP3), as approved by the SAA.
- H. LESSEE agrees to obtain and maintain the appropriate Louisiana Department of Health and Hospitals, Louisiana Department of Environmental Quality (LDEQ), and SAA, as applicable, approvals for any individual sanitary wastewater treatment system installed on or at Leased Premises.
- I. LESSEE agrees to obtain and to maintain the appropriate LDEQ, SAA and City of Shreveport approvals for the discharge of any process wastewaters (e.g., aircraft, vehicle, and equipment wash waters; engine degreasing wash waters; hangar floor wash waters; etc.) from their leasehold or areas of operation.
- J. LESSEE agrees to follow any Spill Control and Countermeasures plan that the SAA may develop in the future, once notified that such a document has been prepared and a copy has been made available to LESSEE, to address fueling of aircraft, vehicles, and equipment; the storage of fuel; storage and disposal of fuels, oil, or other petroleum products. In the interim, LESSEE agrees to follow the good housekeeping and spill control practices contained in the SWP3. Notwithstanding anything set forth herein to the contrary, LESSEE has and shall have no right granted by this Lease to store or to dispense fuel without a current self-fueling permit issued by LESSOR to LESSEE.
- K. Without limitation, LESSEE shall comply with all laws, statutes, ordinances, codes, rules, regulations, orders or decrees, federal, state or local regulating or relating to the environment, hazardous substances or materials, or petroleum products as such laws are now or at any time hereafter may be in effect relating particularly and specifically to the Leased Premises. In the event the Leased Premises become environmentally contaminated during LESSEE's occupancy of the Leased Premises or otherwise due to its actions, negligence or failure to comply with the provisions hereof, LESSEE shall be responsible for all costs related to the environmental remediation of the Leased Premises.

Notwithstanding the foregoing, the terms of this Lease and Louisiana law (but not the section of the Minimum Standards dealing with "Noncompliance with Minimum Standards" – DTN) shall govern termination of this Lease for failure to make payments, maintain insurance, or for violation of security and safety regulations.

7. Leased Premises and Improvements

The LESSEE covenants it has fully inspected the Leased Premises, is fully aware of the physical condition of the Leased Premises and hereby accepts the Leased Premises (including but not limited to all buildings, improvements, equipment and systems situated thereon), in their present condition, as fully suitable for the purpose for which they are leased.

If there is no hangar on the Leased Premises at the time LESSEE entered into this Lease, LESSEE may construct on the Leased Premises any one aircraft hangar and facility incidental to the storage, maintenance and operation of aircraft and must maintain, repair and replace any and all such structures and facilities ("Improvements"). At the termination of this Lease for any reason, LESSEE may remove such Improvements from the Leased Premises. If LESSEE does not remove the Improvements within ninety (90) days of termination of this Lease or without transferring the Improvements to a transferee who shall become a LESSEE of the Leased Premises, without that time, LESSOR, at its option, shall (without any further action on the part of LESSOR or LESSEE) become the owner of the Improvements or may require LESSEE to remove the Improvements at LESSEE's cost. In the event of LESSOR requiring removal, LESSEE shall be liable for the rental value of the Improvements until the Improvements are removed and any damages resulting from the construction or removal of the Improvements by LESSEE. If LESSEE exercises this required removal, the right does not include the right to remove, mutilate or destroy any taxiway, apron, or similar Improvements constructed by LESSEE or LESSOR on the Leased Premises or at the airport. LESSOR is not required to approve a lease to any transferee of the Improvements or required to lease the Leased Premises to any transferee of the Improvements. Any construction required of or desired by LESSEE shall be done in accordance with design and construction requirements of the LESSOR and all applicable codes and regulations, and plans

for such Improvements shall be submitted to the LESSOR for approval prior to the beginning of construction. LESSOR may refuse to approve the proposed Improvement for any or no reason.

When LESSOR has approved construction of any structure on the Leased Premises, LESSEE agrees to commence construction within six (6) months from the date of approval and to complete construction within one (1) year of the commencement of construction.

If LESSEE, having been given permission to remove Improvements from the Leased Premises does not do so and does not leave the Leased Premises in a clean and appropriate condition within ninety (90) days following termination of this Lease, LESSEE's right to remove shall cease and at the option of LESSOR, the Improvements shall become the property of LESSOR without any further action required of LESSOR, and LESSEE shall be deemed to have forfeited any ownership right in and to the Improvements and be deemed to have conveyed the Improvements to LESSOR.

The provisions of this Section regarding forfeiture shall not apply to LESSEE if LESSEE sells or assigns its interest in such Improvements to a third party who leases (or subleases as sub LESSEE or receives an assignment of Lease from LESSEE with the consent of LESSOR of the Leased Premises from LESSOR within thirty (30) days from the date of termination of this Lease. LESSEE acknowledges that LESSEE must comply with all provisions of law and regulation, including but not limited to the Minimum Standards in connection with the Leased Premises and that LESSOR has no obligation whatsoever to enter into a Lease of the Leased Premises or to approve a sublease or assignment to accommodate a sale or assignment of the Improvements by LESSEE.

If LESSEE is not in full compliance with all terms and conditions of this Lease, LESSEE shall not have any right to remove, tear down or sell such Improvements. At any termination of this Lease, if LESSEE is not in full compliance with all terms and conditions of this Lease, LESSOR shall give LESSEE written notice of any and all items of non-compliance. LESSEE shall have thirty (30) days from receipt of said notice to cure each item of non-compliance, after which time if LESSEE has failed to cure each item of non-compliance, the Improvements on the Leased Premises shall, at the option of LESSOR, become the property of and be owned by LESSOR. In that event, the improvements shall be deemed to have been conveyed to LESSOR by LESSEE.

8. Surrender of Possession

LESSEE assumes full responsibility to LESSOR and to all third parties for the condition of the Leased Premises and agrees to maintain same in a safe condition, and to defend, indemnify and hold LESSOR harmless from any and all liability and from any injury or damage arising from or connected with the condition of the Leased Premises or LESSEE'S activities. LESSOR shall not be liable or responsible for any damage to LESSEE's or others property located on the Leased Premises nor for any loss or damage to any property of LESSEE or others by theft or otherwise.

At the termination of the Lease, the Leased Premises shall be returned to LESSOR in the same condition as when received, less ordinary wear and tear, provided that if LESSEE constructs Improvements on the Leased Premises and does not remove such at the termination of the Lease in accordance with Section 5, LESSEE shall leave the Leased Premises in good and broom clean condition, subject to the provisions of Section 7. Leased Premises and Improvements.

9. Indemnity

LESSEE shall obtain and maintain during the continuation of the Lease "Owners', Landlords' and Tenants'" liability insurance written by an insurance company or companies approved by LESSOR and licensed to do business in the state of Louisiana. The insurance shall name **THE CITY OF SHREVEPORT/SHREVEPORT AIRPORT AUTHORITY** as an additional insured and must fully protect LESSOR and its agents and assigns against any and all liability for property damage and personal injury suffered by anyone by reason of the use or occupancy of the Leased Premises. This insurance shall be in limits of not less than \$1,000,000.00 Combined Single Limit Liability.

The insurance requirements may be amended by the City of Shreveport's Risk Manager from time to time. LESSOR will notify LESSEE, in writing, of any amendments should they occur. The amendment(s) shall become a part of this Lease.

The certificate(s) of insurance shall be provided to LESSOR as evidence of such insurance throughout the term of this Lease without request by LESSOR at least ten (10) days prior to the inception of each policy period.

LESSEE shall indemnify, save, hold harmless, and defend LESSOR, its officials, agents and employees, its successors and assigns, individually or collectively, from and against any claim, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind (including, but not limited to, reasonable attorney fees, disbursements, court costs, and expert fees which may arise out of LESSEE's occupancy or use of the Leased Premises) and any fines in any way arising from or based upon the violation of any federal, state, parish or municipal laws, ordinances, rules or regulations, by LESSEE, its agents, employees, or successors and assigns. Notwithstanding the foregoing, LESSEE shall have no indemnity obligation to the extent such claim, action, loss, damage, injury, liability, injury, liability, and cost and expense was caused by LESSOR's negligent or intentional act.

10. Access, Ingress, and Egress

LESSOR, its agents and assigns, shall have the right to enter the Leased Premises at any reasonable time throughout the terms of this Lease for any reasonable purpose, including inspection of the general condition and state of repair of the Leased Premises.

LESSEE shall have the right in common with others so authorized to have access to and use of the common areas of the Shreveport Downtown Airport and any appurtenant and additions thereto which may hereafter be designated by LESSOR from time to time for common use together with facilities, equipment, improvements and services which have been or may hereafter be provided at the Shreveport Downtown Airport for common use subject, however, to compliance by LESSEE with such applicable regulations and practices and payment by LESSEE of such rates, fees, and/or charges as may be specified or levied by LESSOR from time to time.

11. Independent Contractor

No independent contractor relationship is established by this Lease and LESSEE has no authority to act as agent for LESSOR based on this Lease.

12. Taxes

LESSEE shall pay all taxes and assessments against any buildings, structures or other property located on the Leased Premises during the term of this Lease.

13. Non-Exclusive Rights

LESSEE shall have the nonexclusive right with others so authorized, to use common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the takeoff, flying and landing of aircraft. LESSEE agrees that any taxiway, apron, roadway, or other similar Improvements constructed by it on the Leased Premises may be used by LESSOR and/or others for taxiing or other incidental and reasonable purpose.

14. Non-Discrimination

Pursuant to the rules and regulations of the FAA or any other regulatory authority having jurisdiction or responsibility, LESSEE assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E (or any amendments or modifications thereto), to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E (or any amendments or modifications thereto). 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 that they will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR Part 152, Subpart E (or any amendments or modifications thereto), to the same effect.

15. Assignment of Agreement

LESSEE shall not, without the express written consent of LESSOR, assign this Lease or any interests hereunder or sublet the Leased Premises or any portion thereof, or permit the use of the Leased Premises by any party other than LESSEE (or, in the case of use, by its affiliated companies). Any consent which LESSOR may give for an assignment or sublease shall not destroy this provision, and later assignments or subleases shall be made likewise only on the prior consent of LESSOR expressed in writing. In the case of such permitted assignment or sublease, the assignee or sublessee of LESSEE, at option of LESSOR, shall become directly liable to LESSOR for all obligations of LESSEE hereunder, but no sublease or assignment by LESSEE shall relieve LESSEE of any liability hereunder. Any sublease or assignment shall be in writing, and LESSEE shall provide a copy thereof to LESSOR at least sixty (60)

days in advance of the proposed inception date. LESSOR may refuse to consent to a sublease or assignment for any or no reason.

16. Default

Should LESSEE fail to do any of the following LESSOR may, at its option, declare all remaining rental due under the terms hereof immediately due and payable or may choose to immediately terminate this Lease:

- A. Pay any rental payment and/or fuel flowage payment when due, and that default is not cured within ten (10) days of the date of receipt of notice of such failure.
- B. Pay any tax, assessment or civil or criminal penalty or fine incurred in connection with or as a result of its occupancy of the Leased Premises and/or conducting any activity on the Leased Premises and that failure continues for ten (10) days after the date of receipt of notice of such failure.
- C. Provide insurance as required by this Lease and/or to provide proof of that insurance to LESSOR and that default is not cured within ten (10) days of the date of receipt of notice of such failure, or
- D. Permit any unlawful activity to be conducted on the Leased Premises and that default is not cured within ten (10) days of the date of receipt of notice of such failure.

Or should the LESSEE do the following;

- E. Violate any provision of any Federal, State, Parish, or City law, ordinance, rule, or regulation.
- F. Make any fraudulent or material misstatement or misrepresentation made by LESSEE to LESSOR.

LESSOR may send statements or letters demanding payment of rent or other charges. LESSEE acknowledges that LESSOR is not required to do so and that receiving such a statement is not a condition precedent to the obligation of LESSEE to honor all terms and conditions of this Lease. Sending of such a statement or statements shall not alter the terms of this Lease in any manner.

17. Attorney's Fees and Venue

Should LESSOR or LESSEE retain the services of an attorney to enforce any obligation under this Lease, the prevailing party shall be entitled to collect a reasonable attorney's fee and court costs incurred in connection with such enforcement. LESSOR and LESSEE further agree that the only proper venue for

litigation arising out of this agreement shall be the First Judicial District Court, Caddo Parish, Louisiana. LESSOR nor LESSEE need obtain judgment to be entitled to collect attorney's fees.

18. Revocability Clause

This Lease is revocable by the City of Shreveport at any time that a public use of the property shall be found to exist by the City Council of the City of Shreveport. In such event, if LESSEE is in compliance with all terms and conditions set forth in the Lease, LESSOR agrees to compensate LESSEE for LESSEE'S interest in the Lease and LESSEE'S Improvements pursuant to the guidelines used by the City of Shreveport when it expropriates private property for public use.

19. Severability

The provisions of this Agreement are and shall be subject to all applicable federal, state or local laws, regulations and interpretations, and, in the event that any of the provisions of this Agreement shall be declared to be unenforceable by virtue of such laws, regulations or interpretations, the remaining terms of this Agreement shall survive such declaration and any court of competent jurisdiction is authorized to modify this Lease so that it complies with law.

20. Waiver

Any failure by LESSEE to exercise any rights or remedies under this Lease shall not be a waiver of any rights or remedies of LESSEE under this Lease nor shall it constitute forbearance nor shall it constitute a modification of the Lease.

To the extent the hearing provisions of the Minimum Standards may be deemed to apply to this Lease, LESSOR and LESSEE waive any such provision.

LESSEE hereby irrevocably waives the right to claim that any of its property located in or on the Leased Premises is exempt from execution or attachment or exempt by any law from the payment of debt, and all such property shall be subject to and responsible for the payment of the money agreed to be paid by LESSEE under this Lease and for the discharge of any liability created by this Lease.

21. Additional Conditions

This Lease

___ is

X is not

subject to additional conditions and terms. If subject to additional terms and conditions see attached Addendum.

22. Binding Effect

THIS AGREEMENT shall be binding upon LESSOR and LESSEE and their respective successors, heirs and assigns.

23. Choice of Law

THIS AGREEMENT shall be governed by the laws of the State of Louisiana, without regard for its principles of conflicts of law which might refer this matter to the court of another state for resolution.

24. Entire Agreement

This Lease is the entire Lease between the parties superseding any prior, oral or written agreements. No modification or waiver or amendment of this Lease is valid unless in writing and signed by all parties by authorized representatives.

25. Financial Records

LESSEE shall maintain all financial records pertaining to all matters relating to this Lease in a comprehensive manner. LESSEE shall retain all of its records and supporting documentation applicable to this Lease with the City of Shreveport or SAA for a period of three (3) years, except as follows:

- A. Records that are subject to audit (fuel flowage fees) shall be retained for three (3) years after such findings have been resolved;
- B. All such records and supporting documentation shall be made readily available upon request for inspection or audit by representations of the City of Shreveport or the SAA. In the event LESSEE ceases to do business, it shall turn over to the City of Shreveport or SAA all of its records relating to this Lease to be retained by the City of Shreveport or SAA for the required period of time.

LESSEE agrees to permit the City of Shreveport or LESSOR or either's designated representative to inspect (upon reasonable notice) as either deems necessary all records relating to this Lease.

26. Notice

Any notices under this Lease shall be sent by certified mail, return receipt requested, postage prepaid to the following addresses and persons with such notices to be transmitted contemporaneously to the appropriate addressee by facsimile transmission at the numbers set forth below:

If to LESSOR: Shreveport Airport Authority
Attn: Director
5103 Hollywood Ave., Suite 300
Shreveport, LA 71109
Fax: (318) 673-5377

With a copy to: City Attorney
City of Shreveport
P. O. Box 31109
Shreveport, LA 71130
Fax: (318) 673-5230

If to LESSEE **BEF AVIATION, LLC**
Dr. Benjamin E. Foster, Owner/Manager
620 Southern Trace Pkwy
Shreveport, LA 71106
Fax: 318-798-1524

Any party may change his or its notice address and facsimile number by notice sent in accordance with this Section.

THUS DONE AND SIGNED ON THIS 16th day of December, 2011.

WITNESSES

Jerri Begon
Christine Manuel

CITY OF SHREVEPORT
SHREVEPORT AIRPORT AUTHORITY

[Signature]
LESSOR

THUS DONE AND SIGNED ON THIS ____ day of _____, 20____.

WITNESSES

[Signature]
[Signature]

BEF AVIATION, LLC

BY: *Ben Foster*
LESSEE

