ORIGINAL

CITY OF SAN DIEGO

CONSENT TO ASSIGNMENT OF LEASE
(Flying "J" Aviation)

The CITY OF SAN DIEGO ("CITY"), under that certain Flat Rate Lease ("LEASE") pertaining to the Flying "J" Aviation F.B.O. on file with the City Clerk as document No. 00-18361 dated November 12, 1996, as amended, with

Flying "J" Aviation, a Partnership

("LESSEE"), effective December 1, 1996, consents to the assignment of the LEASE contemplated by that certain Stock Purchase Agreement dated as of April 1, 2003 ("AGREEMENT", a copy of which is attached to this Consent), made by and between the above Lessee and

First Flight Corporation, a California corporation

("CORPORATION"), with Frederick James Willert as majority shareholder, subject to the following terms and conditions as follows:

1. CORPORATION agrees to assume all rights and obligations of LESSEE under the LEASE arising on and after the effective date of the AGREEMENT and to perform all covenants, conditions and provisions of the LEASE to be performed by LESSEE on and after the effective date of the LEASE.

2. Fredrick James Willert specifically indemnifies and hold harmless the CITY from any and all liabilities and obligations which may arise as a result of this Consent to Assignment of Lease as described in Exhibit "A".

3. CORPORATION assumes responsibility for any and all rights and obligations of LESSEE under the Lease.

4. This Consent does not release LESSEE from liability for violation of any of the terms and conditions of the LEASE except as such liability is expressly assumed by CORPORATION in the Agreement.

5. Pursuant to Section 4.4 of the Lease (Additional Consideration to City), and as part of the consideration for assignment of the Lease, LESSEE shall pay CITY two percent (2%) of the gross amount paid for the leasehold in connection with this assignment.

IN WITNESS HEREOF, the CONSENT TO ASSIGNMENT OF LEASE is executed by CITY acting by and through its City Manager and by LESSEE and CORPORATION, acting by and through its lawful, authorized designee.

THE CITY OF SAN DIEGO

Dated 8/12/03

By: _____

FLYING "J" AVIATION,
a Partnership

Dated 7/24/03

By: Betty Lee Jones
Betty Lee Jones

FIRST FLIGHT CORPORATION,
a California corporation

Dated _____

By: Frederick James Willert
Frederick James Willert

APPROVED AS TO FORM AND LEGALITY THIS 28th DAY OF August 2003.

CASEY GWINN, CITY ATTORNEY

By: _____
Debra J. Bevier
Deputy City Attorney

CPA
July 8, 2003
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EXHIBIT A

INDEMNIFICATION AGREEMENT

This indemnification agreement ("Agreement") is made and entered into by Frederick James Willert ("Willert"), 1875 Nirvana Avenue, Chula Vista, California 91191, as of the date on which it is executed.

There is presently a question as to whether or not First Flight Corporation has properly perfected the leasehold interest in the premises ("premises") it occupies at Brown Field in the City of San Diego ("City"). The Company's predecessor was Flying "J" Aviation, which entered into a sublease for the premises with Brown Field Aviation Ventures, Inc. on December 1, 1996. Brown Field Aviation Ventures, Inc. leases the subleased premises from the City. Flying J Aviation was incorporated in November of 2000 under the name First Flight Corporation. Betty Jones is the sole shareholder of First Flight Corporation. At that time that First Flight Corporation incorporated, the Flying "J" Aviation assigned its interest in the lease to First Flight Corporation. The City did not convey its written consent to the assignment of the lease. The City contends that the assignment is not valid absent the City's written consent.

Willert desires to purchase the majority of the stock in First Flight Corporation. The purchase is contingent upon the City consenting to the assignment of the lease from Flying "J" to First Flight Corporation. In negotiations with the City, it was determined by all present at a meeting that before the City would entertain any such request by the First Flight Corporation, an Indemnification Agreement would be required. Since the meeting with the City Officials, the decision was made that the son of Bill Jones (who was an owner of Flying "J" Aviation), Craig Stuart Jones, would remain as Shareholder and President of First Flight Corporation and that the Shop Foreman and General Manager, Thomas Philip Sarvis, would also remain at First Flight Corporation, constituting no change in general management of the First Flight Corporation and not a complete change of ownership of said company.

The City and Jones believe that Bruce Young may assert an interest in the lease, subsequent to the stock purchase by Willert, pursuant to a right of first refusal set forth in a settlement agreement between Young and Flying "J" Aviation. The City is concerned that Young may institute litigation, and that he will name both the City and Jones as defendants. While both the City and Jones do not believe that Young has any valid interest in the leasehold or the business of First Flight Corporation, they desire to be indemnified against any such claims.

Therefore, out of an abundance of caution and for the benefit of the City, who holds the lease on the premises upon which First Flight Corporation conducts its business, as part of the consideration of the Stock Purchase Agreement and in consideration of the City's consent to the assignment, Willert agrees to indemnify the City and Jones as follows:

Willert shall indemnify and hold Jones and the City, and its agents and assigns, harmless from any and all liabilities and obligations arising from any claim made by Bruce Young, or any of

his agents or assigns, or any business entity in which he may be involved, arising out of any perceived rights of first refusal in connection with the premises now leased by First Flight Corporation/ Flying "J" Aviation. Said indemnity shall include all liability incurred by reason of any such claims being asserted by Young, including loss, costs, damages, fees of attorneys and other expenses which the City or Jones incurs. In the event that Young asserts such claims, Willert will provide a defense by retaining attorneys on behalf of Jones and the City of his choosing, subject to the City's and Jones consent, which consent cannot be unreasonably withheld. Absent a conflict among the parties, one attorney may be retained to represent the interests of all parties.

This agreement is contingent upon the City executing the Consent To Assignment of Lease Agreement which is attached hereto as Exhibit "A".

Executed on March 20, 2003, at La Jolla, California.

FREDERICK JAMES WILLERT