

Altitude Helicopters Inc.
SUBLEASE AGREEMENT

This Sublease Agreement, hereinafter referred to as the "Sublease", is executed in San Diego California on December 7 2014 between Lancair Corp., a Nevada corporation hereinafter called "Lancair", and Marcello Moro, an individual, and DBA: Altitude Helicopters Inc., hereinafter called "SUBLESSEE". It is agreed between the parties hereto as follows:

1. **Description of Premises:** Lancair leases to SUBLESSEE, on the terms and conditions hereinafter set forth those certain premises, hereinafter referred to as the "Premises," as described in the Summary Section.
2. **Term; Master Lease:** The term of this Sublease shall be as set forth in the Summary Section until such time as SUBLESSEE's rights to the Premises are terminated pursuant to this Sublease. Lancair's interest in the Premises is held under the Third Amended Flat Rate Lease between the City of San Diego ("Master Lessor") and Brown Field Aviation Ventures (the "Master Lease"). This Sublease is a sublease under and subject and subordinate to the terms and conditions of the Master Lease. SUBLESSEE may not violate any provision of the Master Lease and hereby assumes and agrees to perform all provisions of the Master Lease relating to the use and occupancy of the Premises. If the Master Lease is terminated, then this Sublease is automatically terminated on the same date of such termination and Lancair has no further obligations under this Sublease other than to return any unearned paid rent to SUBLESSEE.
3. **Rent:** SUBLESSEE shall pay to Lancair in advance, without deduction or offset, rent at a monthly rate and schedule as described in the Summary Section. This monthly amount does not include any taxes due any agency from the SUBLESSEE, which SUBLESSEE shall pay when due at its sole cost. First and Last months rent and a security deposit of one-month's rent and as described in the Summary Section shall be paid to Lancair prior to occupancy of the Premises.
4. **Late Fees:** If the SUBLESSEE fails to pay the rent when due, SUBLESSEE will pay, in addition to the unpaid rents, \$25.00. If the rent is still unpaid at the end of fifteen (15) days, the SUBLESSEE shall pay an additional \$25.00, (being a total of \$50.00) which is hereby mutually agreed by both parties to be appropriate compensation for loss resulting from rental delinquency.
5. **Use:** The Premises are subleased to SUBLESSEE for the general purpose as described in the Summary Section. SUBLESSEE shall not use or permit the Premises or any part thereof to be used for any purpose or purposes other than the purpose or purposes for which the Premises are hereby subleased. If the SUBLESSEE uses the property for other than the specified purpose or purposes, the SUBLESSEE may be considered in breach under Section 17.
6. **Delivery of Possession:** If for any reason the Lancair cannot deliver possession of the Premises to the SUBLESSEE when the lease term commences, this Lease shall not be void or voidable, nor shall the Lancair be liable to the SUBLESSEE for any loss or damage resulting therefrom. However, there shall be an abatement of rent for the period between the commencement of the lease term and the time when the Lancair delivers possession.
7. **Utilities:** Except as specified in the Summary Section, the SUBLESSEE shall be responsible for all utilities and services that are furnished to the Premises. The application for and connecting of utilities, as well as all services, shall be made by and only in the name of the SUBLESSEE. However, if any services or utilities are jointly provided with other property, Lancair shall make a reasonable determination of SUBLESSEE's proportionate share of the cost of said services and utilities and SUBLESSEE agrees to pay said share to the Lancair, payable on a monthly basis included with the rent.
8. **Condition of Leased Premise:** The SUBLESSEE acknowledges that the Premises are in good order and repair, and accepts the Premises in its current "as-is" condition. The SUBLESSEE agrees to take good care of and maintain the Premises in good condition throughout the term of the Lease, and return it to Lancair in the same condition upon the termination of this Lease.
9. **Maintenance and Repair and Other Expenses:** The SUBLESSEE, at his expense, shall make all necessary, repairs and replacements to the Premises, including the repair and replacement of pipes, electrical wiring, heating and plumbing systems, fixture and all other systems and appliances and their appurtenances. The quality and class of all repairs and replacements shall be equal to the original worth. If SUBLESSEE defaults in making such repairs or replacements, Lancair may make them for SUBLESSEE's account, and such expenses will be considered additional rent. The Lancair has set aside a maximum of one cent per square foot per month of leased area for common area maintenance, repairs, taxes and other expenses as can be reasonably determined by the Lancair. If costs exceed this maximum, then the SUBLESSEE shall pay its share, as reasonably determined by the Lancair, payable on a monthly basis included with the rent.
10. **Condemnation:** If all or any part of the Premises is taken by eminent domain, this Lease shall expire on the date of such taking, and the rent shall be apportioned as of that date. No part of any award shall belong to SUBLESSEE.
11. **Subordination:** This lease, and the SUBLESSEE leasehold interest, is and shall be subordinate, subject and inferior to any and all liens and encumbrances now and thereafter placed on the Premises by Lancair, any and all extensions of such liens and encumbrances and all advances paid under such liens and encumbrances. SUBLESSEE shall execute any documents, instruments or agreements reasonably required to effectuate such subordination within ten (10) days of request therefor.
12. **Alterations:** SUBLESSEE shall not make or suffer to be made any alterations to the Premises or any part thereof without first obtaining the written consent of the Lancair and, if required under the Master Lease, Master Lessor.
13. **Entry by Lancair:** SUBLESSEE shall permit Lancair and its agents to enter the Premises leased pursuant to this Sublease at all reasonable times for the purpose of inspecting the same or any other reasonable purpose.
14. **Indemnity and Non-Liability:** This Sublease is made upon the express condition that Lancair is to be free from all liability and claim for damages by reason of any injury to any person or persons, or loss to property, of any kind whatsoever and to whomsoever belonging in or upon, or in any way connected with, the Premises during the term of this Sublease or any extension hereof, to the maximum extent permitted by law. SUBLESSEE will indemnify, defend and hold harmless Lancair, its affiliates, and their respective shareholders, directors, members, partners, officers, employees and agents, the City of San Diego, and Brown Field Aviation Ventures, from all claims, demands, actions, causes of action, liabilities, losses, costs and obligations on account of or arising out of SUBLESSEE's presence at or around Brown Field or use of the Premises. In no event shall Lancair be liable for indirect, consequential, or punitive damages, including, without limitation, any damages based on lost profits. If Lancair is in breach or default with respect to Lancair's obligations under this Sublease, SUBLESSEE shall look solely to the interest of Lancair in the Premises for the satisfaction of SUBLESSEE's remedies or judgments. In no event shall Lancair's total liability to SUBLESSEE and SUBLESSEE's family, heirs, affiliated entities, employees, independent contractors, successors and assigns exceed the total amount of rent paid to Lancair by SUBLESSEE during the preceding six (6) month period.
15. **Insurance:** SUBLESSEE shall be insured by an insurance carrier acceptable to the Lancair and the City of San Diego against loss from public liability arising from the use or condition of or operations conducted on the Premises. Minimum coverage shall be \$ 1,000,000 Combined Single Limit Liability and Property Damage with an occurrence claims form. A copy of the policy of insurance shall be filed with the City of San Diego and shall name the Lancair and the City of San Diego as an additional insured. Said policy shall specify that the policy may not be terminated, altered or canceled without prior written notice to the Lancair and the City of San Diego by the insurance company.
16. **Compliance with Law and High Business Standards:** SUBLESSEE shall, at its sole cost and expense, comply with all of the requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the Premises and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force. In addition, the SUBLESSEE shall observe high moral and ethical standards in the use of the Premises and shall not conduct a business in any manner that is detrimental to the businesses of the Lancair. SUBLESSEE agrees to abide by all rules and regulations as established by Brown Field Airport Management and/or Lancair. SUBLESSEE shall not use or allow the use of any substance which constitutes a hazardous substance under any applicable law, rule or regulation. Notwithstanding the foregoing, SUBLESSEE may use any ordinary and customary materials in reasonable amounts as are required to be used in connection with its aircraft, as

long as such use is in compliance with all applicable laws and the Master Lease. Failure to comply shall be deemed as a basis for breach by the SUBLESSEE.

17. **Assignment or Subletting:** SUBLESSEE shall not assign this Sublease or any interest therein and shall not sublet the Premises or any part thereof or any right or privilege pertinent thereto or suffer any other person to occupy or use the Premises or any portion thereof without first obtaining the written consent of the Lancair and the City of San Diego. A consent to one entity or person shall not infer consent to any other person or entity. This Sublease shall not, nor shall any interest therein, be assignable as to the interest of SUBLESSEE by operation of law without the written consent of Lancair and the City of San Diego.

18. **Remedies of Lancair:** The occurrence of any one or more of the following events shall constitute a material default and breach of this Sublease by SUBLESSEE: (a) a default under the Master Lease due to SUBLESSEE's acts or omissions; (b) SUBLESSEE's failure to pay rent or any other amount due under this Sublease when due, where such failure shall continue for a period of three (3) days after notice thereof from Lancair to SUBLESSEE, (c) the failure by SUBLESSEE to observe or perform any of the other covenants, conditions or provisions of this Sublease, where such failure shall continue for a period of thirty (30) days after written notice from Lancair, or (d) any other occurrence that is described in this Sublease as a breach of this Sublease by SUBLESSEE, including without limitation any of the occurrences described in Section 19, below. In the event of any breach of this Sublease by SUBLESSEE, Lancair may exercise all rights and remedies available under applicable law including without limitation a termination of SUBLESSEE's tenancy and any other remedies available to the Landlord under the Master Lease for a default of tenant.

19. **Insolvency:** Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of SUBLESSEE or GUARANTOR (if any), or (b) a general assignment by SUBLESSEE or GUARANTOR (if any) for the benefit of creditors, or (c) any action taken or suffered by SUBLESSEE or GUARANTOR under any insolvency or bankruptcy act shall constitute a breach of this Sublease by the SUBLESSEE.

20. **Binding on Successors:** The covenants and conditions herein contained shall apply to and bind the successors and assigns of all parties hereto.

21. **Legal Proceedings:** The prevailing party in any litigation, arbitration, or other proceeding ("Proceeding") relating to the enforcement or interpretation of this Agreement may recover from the other party all costs, expenses, and actual attorneys' fees (including expert witness and other consultants' fees and costs) relating to or arising out of (i) the Proceeding (whether or not the Proceeding proceeds to judgment); and (ii) any post-judgment or post-award proceeding including, without limitation, one to enforce or collect any judgment or award resulting from the Proceeding. All such judgments and awards will contain a specific provision for the recovery of all such subsequently incurred costs, expenses, and actual attorneys' fees.

22. **Miscellaneous Terms:**

(i) **Notices:** Any notice, statement, demand or other communication by one party to the other, shall be given by personal delivery or by mailing the same, postage prepaid, addressed to the SUBLESSEE at the Premises, or to the Lancair at the address set forth in the Summary Section.

(ii) **Severability:** If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

(iii) **Waiver:** The failure of either party to enforce any of the provisions of this Sublease shall not be considered a waiver of that provision or the right of the party to thereafter enforce the provision.

(iv) **Complete Agreement; Governing Law.** This Sublease constitutes the entire understanding of the parties with respect to the subject matter hereof and may not be modified except by an instrument in writing and signed by the parties. This Sublease will be governed by and construed in accordance with the laws of the State of California. Venue for all purposes will lie exclusively with the state and federal courts located in San Diego County, California.

(v) **Survival.** All indemnity and other unsatisfied obligations of SUBLESSEE set forth in this Sublease shall survive the termination or expiration hereof.

SUMMARY SECTION

A. Description of Premises: The building at 7060 Curran Street Suite B, San Diego, Ca. 92154. SUBLESSEE acknowledges that the building is the sole and exclusive property of Lancair.

B. Term: 3yr Term, annual rental increase not to exceed 20%, 1st Five (5) months no rent amount due in lieu of tenants improvements as agreed upon per tenant and Lancair.

C. Security Deposit: \$1000.00 plus last months rent of \$1000.00

D. Rent: \$1000.00 per month payable in advance and must be received by the first of each month at the address for notices provided below.

E. Use: For aircraft business.

F. Utilities and Cleaning: Paid by SUBLESSEE.

G. Alterations: There are no alterations permitted without the written permission of Lancair, which may be withheld or conditioned at Lancair's sole and absolute discretion.

H. Notices:

To: Lancair: Lancair Corp, 1424 Continental St., San Diego, CA 92154

To: SUBLESSEE: Marcello Moro, an individual and DBA: Altitude Helicopters Inc.

I. Security Agreement/UCC1: SUBLESSEE agrees to provide information and signature as required by any security agreement including UCC1 filing, listing their hangar(s), as collateral for the lease except as otherwise agreed to in the Summary Section. Even if a security agreement or UCC1 is not filed, the assets will be considered collateral for the lease unless otherwise agreed to in the summary section.

IN WITNESS WHEREOF, Lancair and the SUBLESSEE have executed this Sublease as of the day and year first written above.

GUARANTOR
Marcello Moro

Lancair Corp.

By

Tom Rigotta, President

SUBLESSEE
Altitude Helicopters Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/03/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aviators Insurance Agency Inc 16233 Vanowen Street Van Nuys, CA 91406	CONTACT NAME: Mike Strombeck PHONE (A/C No. Ext): 800-683-5118 E-MAIL: mike@aviatorsinsurance.com ADDRESS: 555 S. Renton Village Place Suite 550 Renton, WA 98057	FAX (A/C No): 818-780-6266
INSURED Altitude Helicopters Inc 7080 Curran St. Suite B San Diego, CA. 92154	INSURER(S) AFFORDING COVERAGE INSURER A: Old Republic Insurance Company INSURER B: Phoenix Aviation Managers Inc INSURER C: 555 S. Renton Village Place Suite 550 INSURER D: Renton, WA. 98057 INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS-MADE OCCUR					MED EXP (Any one person) \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	POLICY PROJECT LOC					GENERAL AGGREGATE \$
	AUTOMOBILE LIABILITY					PRODUCTS - COMPROP AGG \$
	ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$
	ALL OWNED AUTOS					BODILY INJURY (Per person) \$
	HIRED AUTOS					BODILY INJURY (Per accident) \$
	UMBRELLA LIAB					PROPERTY DAMAGE (Per accident) \$
	EXCESS LIAB					\$
	DED RETENTION \$					EACH OCCURRENCE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					AGGREGATE \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					\$
	DESCRIPTION OF OPERATIONS below					WC STATUTORY LIMITS OTHER
A	Airport General Liability	X	W1319	02/03/2015	02/03/2016	E.L. EACH ACCIDENT \$
	Commercial General Liability					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Area known as Altitude Helicopters Inc.

CERTIFICATE HOLDER

CANCELLATION

Additional Insured:
Lancair Corp., City of San Diego
1424 Continental Street
San Diego, CA. 92154

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ALTITUDE HELICOPTERS INC
7060 CURRAN ST. SUITE B
SAN DIEGO, CA 92154

141
90-4284/1222

10/8/2015
Date

Pay to the
Order of CITY OF SAN DIEGO

\$200

TWO HUNDRED 00/100

Dollars



Security
Features
Available on
Back



BANK OF AMERICA

Beverly Hills Office
9601 WILSHIRE BLVD.
BEVERLY HILLS, CA 90212
1-800-488-2265

For LEASE FEE

[Signature]

[Redacted]