

**SUBLEASE AGREEMENT BETWEEN AEROSTAT, INC. AND
JERRY MOYE FOR HANGAR LOCATED AT 8703 AIRPORT
BOULEVARD, LEESBURG, FL 34788**

This Sub-lease made and entered into in triplicate by and between Aerostat, Inc. whose principal place of business is 8830 Airport Boulevard, Leesburg, FL, 34788, hereafter called "Lessor" and Jerry Moye, d/b/a as Moye Aviation, whose principal place of business is 33864, Overton Drive, Leesburg, FL 34788 and hereafter called, "Sub-Lessee".

WITNESSETH

That for and in consideration of the covenants and agreements herein contained and the rents reserved and to be paid by Sub-lessee to the Lessor, the Lessor has leased, let, and rented, and by these premises does lease, let and rent, unto the Sub-lessee named above, Moye Aviation designated hangar at 8703 Airport Boulevard, Leesburg, FL 34788 and for the conditions as herein set forth.

To have and to hold the above described leased premises, for the full period commencing with the 1st Day of May, 2010 for the agreed period of one (1) year, ending April 30th, 2011. The Lessee has the option of renewing the lease for a lease period of one additional year. After the one-year period is up, the Lessee will rent the hangar on a month-to-month basis.

Rent shall be due and payable on or before the 1st day of every month, consisting of 150⁰⁰ including sales tax.

All Payments may be made payable to the Lessor at 8830 Airport Boulevard, Leesburg, Florida, 34788 or at such address as Lessor may later designate to Sub-lessee in writing.

In the event any rent or other payment required hereunder is not paid within five (5) working days of the due date, the

Lessor may add on and the Sub-lessee agrees to pay a late fee equal to five percent (5%) but not to exceed seventy five (\$75.00) dollars.

And, it is herein and hereby further agreed and covenanted by and between the parties hereto as follows:

1. Should it become necessary to collect any rent due under this lease as a result of Sub-lessee failing to comply with the terms and provisions of this agreement and/or as a result of Sub-lessee's negligence and Lessor has to enforce any of the obligations of the Sub-lessee, the Sub-lessee agrees to pay all costs of such collection or enforcement, only to the extent of curing said defect or negligence including attorney's fee, whether or not suit is filed and whether at trial or appellate level. However, if it is deemed that Sub-lessee has not breached or defaulted the terms and conditions of this agreement then the prevailing party will be entitled to re-coup from the other party all costs and expenses incurred as a result thereof including but not limited to reasonable attorney fees.
2. The Sub-lessee agrees that the leased premises shall at no time be used for any unlawful purpose and that the premises be used for the storage, maintenance, and repairs of aircraft and shall not be used for any other activity other than that associated with aviation.
3. The Sub-lessee shall at all times maintain the leased premises in a neat and orderly condition. The Sub-lessee is responsible for all groundskeeping defined as grass mowing, edging, weed eating, landscape maintenance, tree trimming, hedge trimming, and mulching.
4. Sub-lessee must follow all conditions as set forth by the original lease between Aerostat, Inc. and City of Leesburg, and referred to as the "Master Lease".
5. No alteration or modification shall be made to the leased property unless approval has been gained by the Sub-lessee in writing by the Lessor, Mr. Lewis Puckett.

6. The Sub-lessee shall hold the Lessor harmless for any and all liability for all Damage and injury, both real and asserted, to both person and property occurring from any cause in or connected with the use of the leased premises by the Sub-lessee, its agents, servants, employees, or permitted assign, including all expense and reasonable attorney's fees incurred by the Lessor on account of such claim, damage or injury. Likewise Lessor shall hold Sub-lessee harmless from and all liability from damage to persons and property or any claims whatsoever arising from in connection with Less or's principal business.
7. Time is of essence of this agreement.
8. The Sub-lessee's right under this Lease to the leased premises shall not be assigned or sub-let in whole or part without the written permission of the Lessor and the City of Leesburg.
9. It is further acknowledged by the parties hereto that Notice to terminate by either the Lessor or the Sub-Lessee must be given at least thirty (30) days prior to the date of termination or non-renewal.
10. Payments of rents and notices necessary hereunder shall be sufficient when sent by regular United States Mail addressed to the Lessor at 8830 Airport Boulevard, Leesburg, FL 34788 and to the Sub-lessee at the address first set forth above, or such other places hereto either first designate in writing.
11. Sub-lessee agrees to observe and abide by all terms, conditions, covenants, restrictions and limitations imposed by that Master Lease, other than those requiring payment of rent or other monetary consideration to the City of Leesburg, which shall be paid to the City by the Lessor.
12. The terms hereof shall be binding upon the successors and permitted assigns of each of the parties hereto.

In witness thereof, the parties have executed this Lease under seal, as of this / day of May, 2010.

Witness: Steve Moyer
(Print Name) Steve Moyer

Lewis Puckett
Lewis Puckett
Aerostat, Inc.

Witness: Lyndsey West
(Sign Name)

Witness: Steve Moyer
(Print Name) Steve Moyer

Jerry Moyer
Jerry Moyer

Witness: Lyndsey West
(Sign Name)

Notary: