

LEASE

This lease is made and executed on the 25th day of November, 2003, by and between the CITY OF VENICE, a Florida municipality, herein referred to as "lessor", and SWIFT GROUP, INC., a Florida corporation, herein referred to as "lessee".

1. DESCRIPTION OF PREMISES

Lessor leases to lessee and lessee rents from lessor, for the purpose of operating a hangar for the inside storage and maintenance of aircraft owned by the lessee, and for no other purpose, the following described premises located in Venice, Florida:

Exhibit "A" attached hereto.

As used in this lease, the term "premises" refers to the real property described above and to any improvement located on the property from time to time during the term of this lease.

2. TERM

The term of this lease shall commence on December 1, 2003 and terminate on October 31, 2023.

3. RENT

The lessee shall pay rent in the amount of \$715 per month, in advance, on the first day of each month beginning on December 1, 2003 and continuing throughout the term of this lease. The rent shall be paid to lessor without notice or demand and without abatement, deduction, or setoff. A late charge equal to 5% of the rent payment shall be assessed for each rent payment paid ten or more days after its due date.

The rent specified herein shall be net to lessor and all costs, expenses, and obligations of every kind related to the leased property which may arise or become due during the term of this lease

shall be paid by lessee. Lessor shall be indemnified by lessee against such costs, expenses and obligations.

The total annual rent for each subsequent year of the term of this lease shall be adjusted annually based on fluctuations in the Consumer Price Index for Urban Wage Earners and Clerical Workers as promulgated by the Bureau of Labor Statistics of the United States Department of Labor. Said adjustment shall be made on December 1 and shall be effective for the ensuing year. Each rental adjustment shall be the result obtained by multiplying the then existing total annual rent by a fraction, the numerator of which shall be the Index for the month preceding the month in which the adjustment is made and the denominator of which shall be the Index for the month one year preceding the month from which the Index used in the numerator was chosen.

It is the parties intent that the total annual rent shall be increased by the same percent amount as the percent increase in the Index during the year preceding the adjustment. In no event shall the total annual rent ever be decreased.

Should the Bureau of Labor Statistics change the manner of computing the subject Index, the Bureau shall be requested to furnish a conversion factor designed to adjust the new Index to the one previously in use, and adjustment to the new Index shall be made on the basis of such conversion factor. Should publication of the subject Index be discontinued by the Bureau of Labor Statistics, then whichever Index published by the United States Government most nearly approximating said discontinued Index shall be used in making the adjustments provided for herein.

4. WARRANTIES OF TITLE AND QUIET POSSESSION

Lessor covenants that lessor is seized of the leased premises in fee simple and has full right to make this lease and that lessee shall have quiet and peaceable possession of the leased premises during the term of this lease.

5. DELIVERY OF POSSESSION

If, for any reason whatsoever, lessor cannot deliver possession of the leased premises to lessee at the commencement of the lease term, as specified above, this lease shall not be void or voidable, nor shall lessor be liable to lessee for any loss or damage resulting from the inability to deliver possession; in that event there shall be a proportionate reduction of rent covering the period between the commencement of the lease term and the time when lessor can deliver possession.

6. USES PROHIBITED

Lessee shall not use or permit the leased premises, or any part of them, to be used for any purposes other than the purposes for which the premises are leased. No use shall be made or permitted to be made of the premises, or acts done, that will cause a cancellation of any insurance policy covering the building located on the premises, or any part of the premises; nor shall lessee sell, or permit to be kept, used, or sold, in or about the premises, any article prohibited by the standard form of fire insurance policies. Lessee shall, at its sole cost, comply with all requirements, pertaining to the leased premises, of any insurance organization or company, necessary for the maintenance of insurance, as provided in this lease, covering any building and appurtenances at any time located on the leased premises.

7. WASTE AND NUISANCE PROHIBITED

During the term of this lease, lessee shall comply with all applicable laws affecting the leased premises. Lessee shall not commit or suffer to be committed any waste on the leased premises, or any nuisance.

8. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the premises at any time during the term of this lease. If lessee abandons, vacates, or surrenders the leased premises, or is dispossessed by process of law, or otherwise, any personal property belonging to lessee and left on the premises shall be deemed to be abandoned, at the option of lessor, except such property as may be encumbered to lessor.

9. LESSOR'S RIGHT OF ENTRY

Lessee shall permit lessor and the agents and employees of lessor to enter the leased premises at all reasonable times for the purpose of inspecting them, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, without any rebate of rent and without any liability to lessee for any loss of occupation or quiet enjoyment of the premises.

10. ENCUMBRANCE OF LESSEE'S LEASEHOLD INTEREST

Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the leased premises, together with all buildings and improvements placed by lessee on the premises, as security for any indebtedness of lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of the instrument, or any sale under the instrument, either by judicial proceedings or by virtue of any power reserved in the mortgage or deed of trust, or conveyance by lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed of trust, shall not be held as a violation of any

of the terms or conditions of this lease, or as an assumption by the holder of such indebtedness personally of the obligations of this lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease.

If lessee shall encumber its leasehold interest and estate in the leased premises, and if lessee or the holder of the indebtedness secured by the encumbrance shall give notice to lessor of the existence of the encumbrance and the address of the holder, then lessor will mail or deliver to the holder, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the terms and provisions of this lease. Copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on lessee. Holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease, pay any of the rents due under this lease, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease, or to prevent the termination of this lease. All payments so made, and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee under the lease as they would have been if done and performed by lessee.

11. SUBLETTING AND ASSIGNMENT

Lessee shall not assign this lease, or any interest in this lease, or sublet the leased premises, or any part of the premises, or any right or privilege appurtenant to it, or allow any person other than lessee and lessee's agents and employees to occupy or use the premises or any part of them, without first obtaining lessor's written consent. Lessor's consent to one assignment, sublease, or use shall not be a consent to any subsequent assignment or sublease, or occupancy or use by another person.

Any unauthorized assignment or sublease shall be void, and shall terminate this lease at the lessor's option. Lessee's interest in this lease is not assignable by operation of law without lessor's written consent.

12. NOTICES

All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party to this lease to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows:

TO LESSOR: City Clerk, Venice City Hall, 401 W. Venice Ave., Venice, FL 34285

TO LESSEE: Swift Group, Inc., 216 Airport Avenue, Venice, Florida 34285

The address to which any notice, demand, or other writing may be given or made or sent to any party mentioned above may be changed by written notice given by the party mentioned above.

13. TAXES AND ASSESSMENTS

a. Taxes as additional rent. As additional rent under this lease, lessee shall pay and discharge as they become due, promptly and before delinquency, all taxes, assessments, rates, charges, license fees, municipal liens, levies, excises, or imposts, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever. This includes all governmental charges regardless of name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the leased premises, or any part of the premises, the leasehold of lessee here, the premises described here, any building or buildings, or other improvements now or which will be made in the future, on or against lessee's estate which

may be a subject of taxation, or on or against lessor by reason of its ownership of the fee underlying this lease, during the entire term of this lease, excepting only those taxes specifically excepted below.

b. Assessments affecting improvements. Specifically and without in any way limiting the generality of the above, lessee shall pay all special assessments, levies or charges made by any municipal or political subdivision for local improvements. They shall be paid in cash as they are due and before they become delinquent. They shall be paid as required by the act and proceedings under which any assessments, levies or charges are made by any municipal or political subdivision. If the right is given to pay either in one sum or in installments, lessee may elect either mode of payment, and its election shall be binding on lessor. If, by making any such election to pay in installments, any of the installments shall be payable after the termination of this lease or any extended term of this lease, the unpaid installments shall be prorated as of the date of termination, and amounts payable after such date shall be paid by lessor. All of the taxes and charges under this Section 13 shall be prorated at the commencement and expiration of the term of this lease.

c. Contesting taxes. If lessee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed to be paid by lessee, lessee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice prior to the commencement of any such contest, which shall be at least ten days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any contest.

d. Receipts. Lessee shall obtain and deliver receipts or duplicate receipts for all taxes, assessments, and other items required under this lease to be paid by lessee, promptly on payment of them.

14. USE OF PREMISES

Lessee shall abide by and conform to all laws, rules, regulations, and requirements applicable now, and as may be adopted in the future, to the demised premises and to any activities conducted thereon.

15. REPAIRS AND DESTRUCTION OF IMPROVEMENTS

a. Maintenance of improvements. Lessee shall, throughout the term of this lease, at its own cost, and without any expense to lessor, keep and maintain the premises, including all buildings and improvements of every kind that may be a part of the premises, and all appurtenances to the premises, including sidewalks adjacent to the premises, in good, sanitary, and neat order, condition and repair, and, except as specifically provided in this lease, restore and rehabilitate any improvements of any kind that may be destroyed or damaged by fire, casualty, or any other cause whatsoever. Lessor shall not be obligated to make any repairs, replacements, or renewals of any kind, nature, or description whatsoever to the leased premises or any other buildings or improvements on it. Lessee shall also comply with and abide by all federal, state, county, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the premises, the improvements on the premises, or any activity or condition on or in such premises.

b. Damage to and destruction of improvements. The damage, destruction, or partial destruction of any building or other improvement that is part of the premises shall not release lessee from any obligation under this lease, except as expressly provided below. In case of damage to or

destruction of any such buildings or improvement, lessee shall at its own expense promptly repair and restore the building or improvement to a condition as good or better than that which existed prior to the damage or destruction. Without limiting such obligations of lessee, it is agreed that the proceeds of any insurance covering the damage or destruction shall be made available to lessee for repair or replacement.

16. UTILITIES

Lessee shall fully and promptly pay for all water, gas, heat, light, power, telephone service, and other public utilities of every kind furnished to the premises throughout the term of this lease, and all other costs and expenses of every kind whatsoever of or in connection with the use, operation, and maintenance of the premises and all activities conducted on the premises. Lessor shall have no responsibility of any kind for any of such costs and expenses.

17. LIENS

a. Lessee's duty to keep premises free of liens. Lessee shall keep all of the premises and every part of the premises and all buildings and other improvements at any time located on the premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of lessee, any alteration, improvement, or repairs or additions which lessee may make or permit or cause to be made, or any work or construction, by, for, or permitted by lessee on or about the premises, or any obligations of any kind incurred by lessee. Lessee shall at all times promptly and fully pay and discharge any and all claims on which any lien may or could be based, and shall indemnify lessor and all of the premises and all buildings and improvements on the premises against all liens and claims of liens and suits or other proceedings

pertaining to those liens. Lessee shall give lessor written notice no less than thirty days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of \$5,000 in order that lessor may post appropriate notices of lessor's nonresponsibility.

b. Contesting liens. If lessee desires to contest any lien, it shall notify lessor of its intention to do so within ten days after the filing of the lien. In such a case, and provided that lessee shall on demand protect lessor by a good and sufficient surety bond against any lien and cost, liability, or damage arising out of such contest, lessee shall not be in default under this lease until ten days after the final determination of the validity of the lien, within which time lessee shall satisfy and discharge the lien to the extent held valid. However, the satisfaction and discharge of any such lien shall not, in any case, be delayed until executions had on any judgment rendered on it, and such delay shall be a default of lessee under this lease. In the event of any such contest, lessee shall protect and indemnify lessor against all loss, expense, and damage resulting from the contest.

18. INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any loss, injury, death, or damage to persons or property which at any time may be suffered or sustained by lessee or by any person who may at any time be using or occupying or visiting the leased premises or be in, on, or about the premises, whether the loss, injury, death, or damage shall be caused by or in any way result from or arise out of any act, omission, or negligence of lessee or of any occupant, subtenant, visitor, or user of any portion of the premises, or shall result from or be caused by any other matter or thing. Lessee shall indemnify lessor against all claims, liability, loss or damage whatsoever on account of any such loss, injury, death, or damage. Lessee waives all claims against lessor for damages to the building and

improvements that are now on or will later be placed or built on the premises and to the property of lessee in, on, or about the premises, and for injuries to persons or property in or about the premises, from any cause arising at any time. The three preceding sentences shall not apply to loss, injury, death, or damage arising by reason of the negligence or misconduct of lessor, its agents, or employees.

19. ATTORNEYS' FEES

If any action at law or in equity shall be brought to recover any rent under this lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this lease, or for the recovery of the possession of the leased premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs, reasonable attorneys' fees, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

20. REDELIVERY OF PREMISES

Lessee shall pay the rent and all other sums required to be paid by lessee under this lease in the amounts, at the times, and in the manner provided in this lease, and shall keep and perform all the terms and conditions of this lease on its part to be kept and performed, and at the expiration or sooner termination of this lease, lessee shall peaceably and quietly quit and surrender the premises to lessor in good order and condition subject to the other provisions of this lease. In the event of the non-performance by lessee of any of the covenants which lessee has undertaken, this lease may be terminated as provided in this lease.

21. REMEDIES CUMULATIVE

All remedies conferred on lessor shall be deemed cumulative and no one exclusive of the other, or of any other remedy conferred by law.

22. INSURANCE

Lessee shall, at all times during the term of this lease and at lessee's sole expense, maintain the following insurance coverages:

a. Aircraft Liability including coverage for premises and fire legal liability with no less than Five Hundred Thousand Dollars (\$500,000.00) combined single limit.

b. Special Form property insurance including windstorm and flood with limits no less than the agreed value of the building and improvements.

The policies of insurance shall be primary and written on forms acceptable to lessor and placed with insurance carriers approved and licensed by the State of Florida.

All policies required herein are to be written on an occurrence basis and shall name the lessor, its Agents and Employees as additional insured, shall provide for any loss to be payable to lessor and lessee as their interest may appear, shall require any loss adjustment to have the written consent of lessor and lessee, and the insurer(s) shall agree to waive all rights of subrogation against the lessor, its Agents and Employees. Each policy required by this Agreement shall:

1. Apply separately to each insured against whom claim is made and suit is brought, except with respect to the limits of the insurer's liability.

2. Be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, reduced in coverage or in limits except after 30 days prior written notice by certified mail, return receipt requested, has been given to lessor.

The procuring of such required policy or policies of insurance shall not be construed to limit lessee's liability nor to fulfill the indemnification provisions and requirements of this lease. Notwithstanding said policy or policies of insurance, lessee shall be obligated for the full and total amount of any damages, injury or loss caused by negligence or neglect connected with this Lease.

23. PROHIBITION OF INVOLUNTARY ASSIGNMENT

Neither this lease nor the leasehold estate of lessee nor any interest of lessee under the lease in the demised premises or in the building or improvements on the premises shall be subject to involuntary assignment, transfer, or sale, or to assignment, transfer, or sale by operation of law in any manner whatsoever, except through statutory merger, consolidation, devise or intestate succession. Any such attempt at involuntary assignment, transfer, or sale shall be void and of no effect.

24. NOTICE OF DEFAULT

Except as to the provisions of Section 11 of this lease, lessee shall not be deemed to be in default under this lease in the payment of rent or the payment of any other moneys required in this agreement, or in the furnishing of any bond or insurance policy when required unless lessor shall first give to lessee written notice of the default and lessee fails to cure the default within five days.

Except as to the provisions or events referred to in the preceding sentence of this section, lessee shall not be deemed to be in default under this lease unless lessor first gives to lessee written notice of the default, and lessee fails to cure the default within a ten-day period or, if the default is of such a nature that it cannot be cured within ten days, lessee fails to commence to cure the default within such period of ten days or fails to proceed to the curing of the default with all possible diligence.

25. DEFAULT

In the event of any breach of this lease by lessee, lessor, in addition to the other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of lessee. Should lessor elect to re-enter, as provided in this agreement, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, lessor may either terminate this lease or it may from time to time, without terminating this lease, re-let the leased premises or any part of the premises for such term or terms, which may be for a term extending beyond the term of this lease, and at such rent or rents and on such other terms and conditions as lessor in its sole discretion may deem advisable with the right to make alternations and repairs to the leased premises. On each such re-letting:

(a) Lessee shall be immediately liable to pay to lessor, in addition to any indebtedness other than rent due under this lease, the expenses of re-letting and of any alterations and repairs, incurred by lessor, and the amount, if any, by which the rent reserved in this lease for the period of re-letting, up to but not beyond the term of this lease, exceeds the amount agreed to be paid as rent for the leased premises for the period of re-letting; or

(b) At the option of lessor, rents received by lessor from re-letting shall be applied, first, to the payment of any indebtedness, other than rent due under this lease from lessee to lessor; second, to the payment of any expenses of re-letting and of any alterations and repairs; third, to the payment of rent due and unpaid under this lease; and the remainder, if any, shall be held by lessor and applied in payment of future rent as the rent may become due and payable under this lease.

If lessee has been credited with any rent to be received by re-letting under above option (a), and the rent shall not be promptly paid to lessor by the new tenant, or if rentals received from re-letting under above option (b) during any month is less than that to be paid during that month by lessor under this lease, lessee shall pay any deficiency to lessor. The deficiency shall be calculated and paid monthly. No re-entry or taking possession of the leased premises by lessor shall be construed as an election on the part of lessor to terminate this lease unless a written notice of such intention is given to lessee or unless the termination of the lease is decreed by a court of competent jurisdiction.

Notwithstanding any re-letting without termination, lessor may at any time after that elect to terminate this lease for any previous breach. Should lessor at any time terminate this lease for any breach, in addition to any other remedy it may have, lessor may recover from lessee all damages incurred by reason of the breach, including the cost of recovering the premises, and including the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from lessee to lessor.

26. LESSOR'S RIGHT TO PERFORM

In the event that lessee by failing or neglecting to do or perform any act or thing provided for in this lease, defaults under this lease and the failure continues for a period of ten days after written notice from lessor specifying the nature of the act or thing to be done or performed, then lessor may, but shall not be required to, do or perform or cause to be done or performed such act or thing, entering on the leased premises for such purpose, if lessor shall so elect, and lessor shall not be or

be held liable or in any way responsible for any loss, inconvenience, annoyance, or damage resulting to lessee on account of it and lessee shall repay to lessor on demand any expenses, including compensation to the agents and employees of lessor. Any act or thing done by lessor pursuant to the provisions of this section shall not be construed as a waiver of any such default by lessee, or as a waiver of any covenant, term, or condition contained in this lease or the performance of it, or of any other right or remedy of lessor. All amounts payable by lessee to lessor under any of the provisions of this lease, if not paid when the amounts become due as in this lease provided, shall bear interest from the date they become due until paid at the rate of ten percent per year, compounded annually.

27. EFFECT OF EMINENT DOMAIN

a. Effect of total condemnation. In the event the entire leased premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate and expire as of the date of the taking, and lessee shall then be released from any liability accruing under this lease after that date.

b. Effect of partial condemnation. In the event a portion of the leased premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by lessee, or if the remainder of the property is not one undivided parcel of property, lessee shall have the right to terminate this lease as of the date of the taking on giving to lessor written notice of the termination within ten days after lessor has notified lessee in writing that the property has been appropriated or taken.

In the event of partial taking and lessee does not terminate this lease, this lease shall continue in full force and effect as to the part not taken, and the rent to be paid by lessee during the remainder of the term, subject to adjustment as provided in the rent adjustment provisions of Section 3 of this

lease, shall be determined in the manner provided for above in the rent adjustment provisions. That determination shall not affect or change the times at which lessor may require an adjustment in rent under the provisions; however, the words "which in no event shall be less than the rent then being paid by lessee" appearing in the rent adjustment provisions shall not apply with respect to the determination, but shall apply with respect to any subsequent adjustment under the provisions.

c. Condemnation award. In the event of the termination of this lease by reason of the total or partial taking of the premises by eminent domain, then in any condemnation proceedings lessor and lessee shall be free to make claim against the condemning or taking authority of the amount of any damage done to them, respectively, as a result of the taking.

In the event of a partial taking of the premises and this lease is not terminated, then lessee shall have the right to make claim against the condemning or taking authority for only the unamortized cost of the improvements placed on the leased premises by lessee and located on the premises at the time of the taking or appropriation, which improvements shall be deemed to amortize in equal annual amounts over the period commencing with the date of completion of the improvements and ending October 31, 2007.

28. SURRENDER OF LEASE

The voluntary or other surrender of this lease by lessee, or a mutual cancellation of this lease, shall not work a merger, and shall, at the option of lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.

29. DISPOSITION OF IMPROVEMENTS ON TERMINATION OF LEASE

On termination of this lease for any cause, lessor shall become the owner of any building or improvements on the leased premises.

30. WAIVER

The waiver by lessor of, or the failure of lessor to take action with respect to any breach of any term, covenant, or condition contained in this lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach, or of any other term, covenant, or condition contained in the lease. The subsequent acceptance of rent under this lease by lessor shall not be deemed to be a waiver of any preceding breach by lessee of any term, covenant, or condition of this lease, other than the failure of lessee to pay the particular rental so accepted, regardless of lessor's knowledge of the preceding breach at the time of acceptance of rent.

31. EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this lease, with consent of lessor, shall be construed to be a tenancy from month to month, at the same monthly rent as required to be paid by lessee for the period immediately prior to the expiration of the term of this lease, and shall otherwise be on the terms and conditions specified in this lease, so far as applicable.

32. PARTIES BOUND

The covenants and conditions contained in this lease shall, subject to the provisions as to assignment, transfer, and sub-letting, apply to and bind the heirs, successors, executors, administrators, and assigns of all of the parties to this lease; and all of the parties to this lease shall be jointly and severally liable under the lease.

33. TIME OF THE ESSENCE

Time is of the essence of this lease, and of each and every covenant, term, condition, and provision of this lease.

34. SECTION CAPTIONS

The captions appearing under the section number designations of this lease are for convenience only and are not a part of this lease and do not in any way limit or amplify the terms and provisions of this lease.

35. NONDISCRIMINATION

The lessee for himself, his personal representatives, successors in interest, and 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 said facilities, (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 original shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, (3) that the lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination 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.

That in the event of breach of any of the above nondiscrimination covenants, lessor shall have the right to terminate the lease and to reenter as if said lease had never been made or issued. The

provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

36. AIRPORT PROTECTION

It shall be a condition of this lease, that the lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

That the lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

That the lessee expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with or adversely affect the operation or maintenance of the airport, or otherwise constitute an airport hazard.

37. PROPERTY RIGHTS RESERVED

This lease and all provisions hereof are subject and subordinate to the terms and conditions of the instruments and documents under which the lessor acquired the subject property from the United States of America and shall be given only such effect as will not conflict or be inconsistent with the terms and conditions contained in the lease of said lands from the lessor, and any existing or subsequent amendments thereto, and are subject to any ordinances, rules or regulations which have been, or may hereafter be adopted by the lessor pertaining to the Venice Airport.

38. EXCLUSIVE RIGHTS

Notwithstanding anything contained herein to the contrary, the privileges and rights granted to the lessee under this lease are non-exclusive and the lessor reserves the authority to grant similar privileges and rights to another operator or to other operators on other parts of the airport.

39. SIGNS AND ADVERTISING

Lessee shall not erect and will not allow to be erected any outdoor advertising, sign, or poster or any other advertising device of whatever kind or nature without prior written approval of lessor, which written approval shall not be unreasonably withheld, provided the business to be advertised is the business of lessee situated on the demised premises and said sign does not violate the rules or regulations of lessor, shall comply with applicable zoning regulations and shall be compatible in appearance with the adjacent facilities and improvements.

CITY OF VENICE, FLORIDA

BY: Dean Calamaras
DEAN CALAMARAS, MAYOR

ATTEST:

Lori Stelzer
LORI STELZER, City Clerk

Approved By City Council

Date: 11-25-03

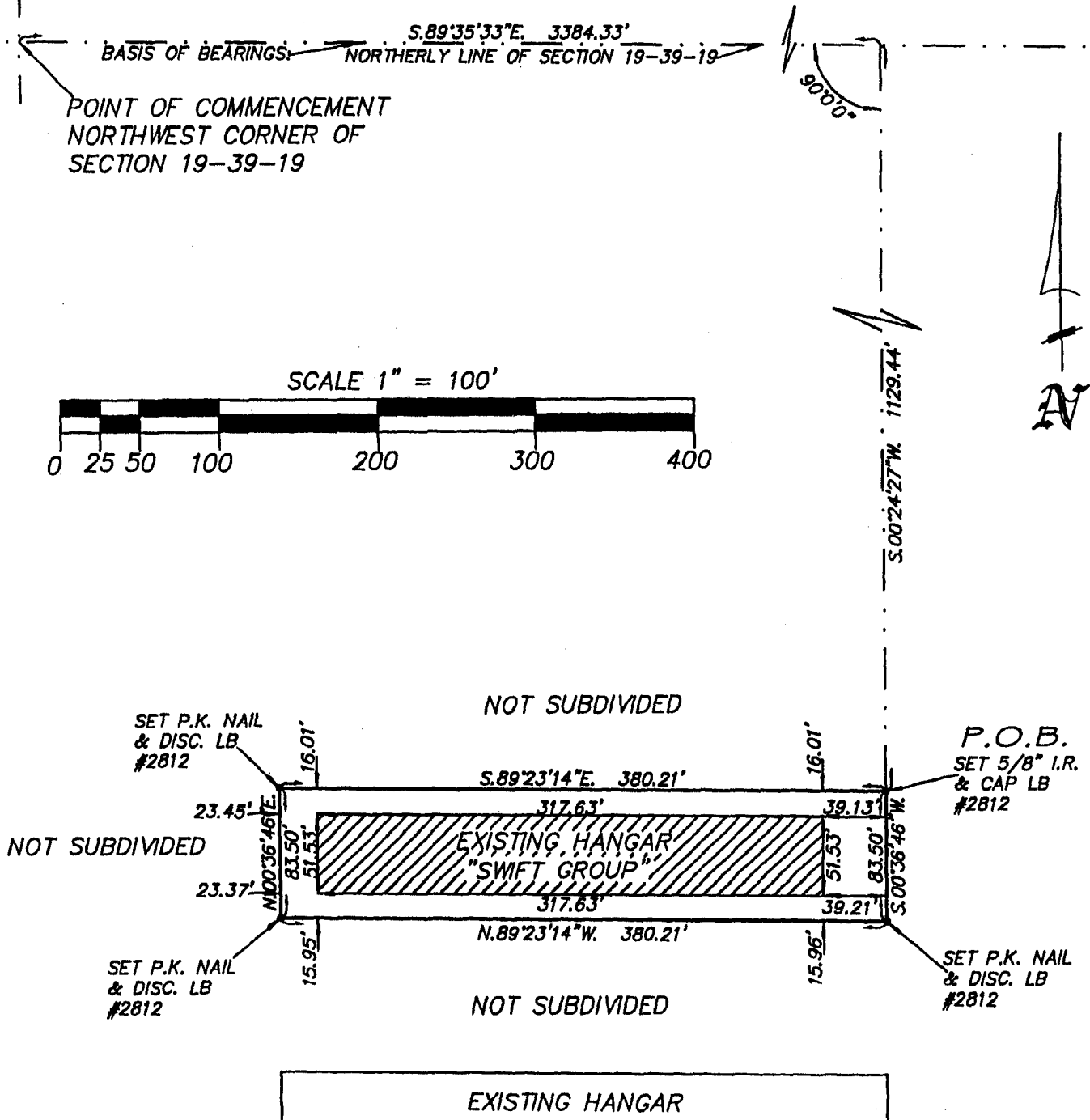
LESSEE
SWIFT GROUP, INC.

BY: James L. P.
[Signature]
TREAS.

Linda A. Lopez
Rae E. Kiefer

LEGEND: A COMPLETE
LIST OF ABBREVIATIONS
USED IN THIS SURVEY
ARE SHOWN ON THE
BACK OF THIS PAGE.

268-G



SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT A SURVEY WAS MADE THIS DAY OF THE
PROPERTY AS DESCRIBED AND SHOWN HEREON AND THAT THE SURVEY
AND SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY
KNOWLEDGE AND BELIEF. THIS SURVEY MEETS THE MINIMUM TECHNICAL
STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL
SURVEYORS AND MAPPERS IN CHAPTER 61G17-0, FLORIDA ADMINISTRATIVE
CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

BY:

RAYMOND T. BRIGHAM
REGISTERED SURVEYOR AND MAPPER NO. 2670
STATE OF FLORIDA

DATE OF SURVEY:

12/26/02

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT
OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

BRIGHAM SURVEYING, INC.



LAND SURVEYORS
712 SHAMROCK BLVD.
VENICE, FLORIDA 34293
PH: (941) 493-4430

FIELD BOOK & PAGE: 660-37

SCALE: 1" = 100'

SKETCH NO. 2281-A

REV NO.

DATE:

CHECKED BY: D.B.

REV. NO.

DATE:

DRAWN BY: RAY

Exhibit "A"