

THIS LEASE made the 9th day of December, 2013.

BEFORE: DANINE KAMI JONES Notary Royal practicing in the Island of St. Lucia and residing at Beausejour, Quarter of Gros Islet in the said Island.

BETWEEN: SAINT LUCIA AIR AND SEA PORTS AUTHORITY, a body corporate established and constituted by the Saint Lucia Air and Sea Ports Authority Act No. 10 of 1983, Laws of Saint Lucia having its principal place of business situate at Manoel Street in the City of Castries and mailing address of P.O. Box 651, Castries acting herein and represented by (1) REGINALD DARIUS identified by his Saint Lucia Driver's Licence Number 033225 issued on the 24th day of August, 1990 and (2) SEAN MATTHEW identified by his Saint Lucia Driver's Licence Number 3025 issued on the 17th day of August 1982, Chairman and General Manager respectively (hereinafter referred to as "THE AUTHORITY") of the one part

AND: RUBIS WEST INDIES LIMITED (RWIL) a company duly registered under the Companies Act of Saint Lucia and having its registered office situate at the Administrative Office of Hess Oil (St. Lucia) Limited in the Quarter of Cul de Sac, Castries in the Territory of Saint Lucia (hereinafter referred to as the "Lessee" – which expression shall where the context so admits and/or requires include the successors in title and assigns of the Lessee) acting herein and represented by CHAD ETIENNE duly constituted Attorney who confirmed his identity by producing his Passport Number R089810 issued on the 23rd May 2013 (hereinafter referred to as "THE LESSEE") of the other part

WITNESS as follows:

1. **Definitions and Interpretation:** In these presents unless the context requires otherwise, the words and phrases standing in the first column of the following table shall have the meanings set opposite to them respectively in the column thereof:

Agreed Purpose: Carrying on the business of receiving, storing and the provision of aircraft refuelling services.

Airport The Hewanorra International Airport

Commencement Date: 1st December 2013

Premises: The property described in the Schedule hereto.

Rent Such sum or sums of money as set out in Clause 3.1

Term: Twenty (20) years commencing on the commencement date and ending on 30th November, 2033.

2. **Demise:**

2.1 In consideration of the Rent and the covenants terms and conditions herein mentioned, the Lessor hereby leases unto the Lessee hereof accepting the Premises to Hold the same unto the Lessee for the Term and subject to any renewal thereof, but determinable nevertheless as hereinafter paying therefore the Rent.

\$ 30.00 REC# 2778279

3. **Rental:**

3.1 The Lessee shall pay the following sums to the Lessor at the following times during the currency of the lease;

3.1.1 For the period of five (5) years commencing from the commencement date (hereinafter referred to as the "Initial Five Years") the annual sum of Ninety-One Thousand Four Hundred and Seventy-Six Dollars (\$91,476.00), payable monthly in arrears on or by the 5th working day of each month.

3.1.2 For subsequent five (5) year periods, after the Initial Five Years, the rent shall be increased by 10% for every five year period during the remainder of the Term.

3.1.3 A fuel throughput charge of 0.02 US cents per imperial gallon.

3.2 The Lessee hereby acknowledges that this obligation to pay the rental sum is an absolute and unconditional obligation on the part of the Lessee in that the Lessee shall have no right (without the consent of the Lessor);

3.2.1 to withhold payment of the Rent on the ground of breach by the Lessor of any obligation on the part of the Lessor herein contained or on any other ground whatsoever, or

3.2.2 to set off against the Rent any sum or debt owed or claimed to be owed by the Lessor to the Lessee.

4. **Services:**

4.1 The Lessee must pay all charges for electricity, water, telephone, garbage disposal and other services consumed or used at or in relation to the Premises, including meter rents and standing charges, (hereinafter referred to as the "Services") to the suppliers thereof, and indemnify the Lessor against all such charges.

4.2 The Lessee shall comply with all the lawful requirements and regulations of the respective suppliers.

4.3 Should the Lessee desire to organize the supply of telephonic communication to the Premises, to do so at the Lessee's own proper costs and expense and to use the facilities which have already been installed on the Premises for this purpose.

4.4 Notwithstanding the foregoing, the Lessee is authorised to install and use on the Premises such other facilities as are appropriate for the Lessee's business.

4.5 Should the Lessee fail to pay the charges for the Services as and when they fall due, the Lessor may, but shall not be obliged to, pay the same for and on behalf of the Lessee. Any such sums paid by the Lessor shall be a debt due and owing by the Lessee to the Lessor and shall be recoverable as rent.

5. **Payment of Interest:** The Lessee shall pay interest at the rate of 1% per month;

5.1 on all arrears of rent from the date on which the Rent falls due and payable to the date of payment thereof;

5.2 on all amounts paid by the Lessor in respect of Services from the date of payment by the Lessor to the suppliers of Services to the date of payment by the Lessee to the Lessor.

6. **Assignment or Sub-lease:**

6.1 The Lessee may neither give away, transfer or otherwise assign the present lease, sub-let the Premises, in whole or in part without the prior consent of the Lessor, consent not to be unreasonably withheld, nor allow any charge to affect the present lease, the Premises, the Lessee's improvements or any part thereof, nor tolerate or permit the occupation of the Premises, in whole or in part, by other persons.

6.2 Notwithstanding clause 6.1 above, the Lessee shall be entitled to assign all or any part of its obligations, rights or privileges under this Agreement to an affiliated company, without prior consent of the Lessor. For purposes of this Agreement, an "affiliated company" shall be: (1) Rubis SCA; (2) any company in which Rubis SCA now or hereafter owns or controls, directly or indirectly, more than fifty percent (50%) of the voting stock or having the right to vote or appoint the majority of its Directors; and (3) any joint operation in which Rubis SCA or Lessee is the operator.

7. **Use of Premises:** The Lessee shall use the Premises for the Agreed Purpose only and for no illegal, immoral, improper or other purpose.

8. **Observance of Rules:** The Lessee shall not do or permit or suffer to be done upon the Premises anything which may;

8.1 be or become a nuisance or annoyance to or cause damage or inconvenience or in any way interfere with other occupiers of the Hewenorra International Airport or surrounding areas;

8.2 be in breach of any regulation which the Lessor is under an obligation to observe;

8.3 render void or voidable the insurance of the Premises or any part thereof.

9. **Inspection of Premises:** To permit the Lessor or the Lessor's servants or agents with or without workmen and others at all reasonable times and upon giving reasonable notice to enter upon the Premises and to examine the condition thereof and upon notice given to the Lessee to execute such repairs and to do all such other things as the Lessee is required by this lease to execute or do.

10. **Delivery of Premises:** At the termination of this Lease, the Lessee shall yield up the Premises in the condition in which it was leased without any liability on the part of the Lessor to compensate the Lessee for any improvements thereto.

11. **Affixing of Signs:** The Lessee shall not affix to the Premises anything other than signs advertising the name and business of the Lessee, which said signs shall be approved by the Lessor.

12. **Protection of the Environment:** All the times during the Term, the Lessee shall keep the Premises clean and regularly and properly dispose of all garbage or refuse from the Premises. Additionally, the Lessee shall pay due regard to all proper standards of hygiene and to observe all current and recommended environmentally friendly practices particularly those applicable to the Lessee's line of business.

13. **Certificate of Good Standing:** Throughout the Term to produce to the Lessor not later than the 30th April in each year a Certificate of Good Standing as issued by the Registrar of Companies and Intellectual Property and a copy of the annual return of the Lessee in respect of the period ending on the 31st December of the previous year.
14. **Maintenance of Insurance on Premises:** The Lessor covenants with the Lessee that at all times during the currency of this lease, to keep the Premises or such parts thereof as are of an insurable nature insured to the full value thereof with a well-established and reputable insurance office against loss or damage by fire, lightning, earthquake, tornado, hurricane, windstorm and tempest, flood, malicious damage, riots and civil commotion and such other risks as are (in accordance with sound commercial practice) normally insured against by persons using premises similar to the Premises.
15. **Warranties:**
 - 15.1 The Lessor and the Lessee each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the parties set forth as signatories.
 - 15.2 The Lessor represents and warrants that:
 - 15.2.1 the Lessor is duly registered as the proprietor with absolute title with respect to the Premises free and clear of all encumbrances, or any claims or rights which would adversely affect the Lessee's use and enjoyment of the Premises under this Agreement; save such servitudes as appears with respect to the Premises and such overriding interests that apply to the Premises.
 - 15.2.2 provided the Lessee observes and performs all the covenants on the part of the Lessee herein contained, the Lessee shall peaceably hold use and enjoy the Premises during the Term without any interruption by the Lessor or any person rightfully claiming under the Lessor;
 - 15.2.3 the execution and performance of this Agreement by the Lessor will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Lessor; and
 - 15.2.4 if the Premises are or become encumbered by a deed or judgment to secure a debt, mortgage or other security interest, the Lessor will use its best efforts to provide promptly to the Lessee a mutually agreeable Subordination and Non-Disturbance Agreement.
16. **Summary Determination of Lease:** Without prejudice to any right of action which the Lessor may have in respect of any breach of the Lessee's covenants herein contained, this lease shall "ipso facto" determine and the Lessor shall be entitled to possession of the Premises (with power to re-enter thereupon) immediately upon the happening of any of the following events namely:-
 - 16.1 if the Rent with respect to any month shall be unpaid for thirty (30) days after the same shall have become payable whether formally demanded or not;
 - 16.2 if any covenant on the Lessee's part herein contained shall not have been performed or observed;

16.3 if the Lessee shall become bankrupt or enter into composition with its creditors or suffer any distress or execution to be levied on its goods;

16.4 if the Lessee being a company shall enter into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or amalgamation).

17. **Notice of Determination Without Breach** Either party shall be entitled to determine this Lease at any time by giving to each other six (6) months' notice of their intention so to do. Either party shall be entitled to exercise any of its rights under this Lease or under the law and the termination of this Lease shall not affect or prejudice the rights or remedies of either party and each party shall remain liable to perform all outstanding liabilities under this Lease.

18. **Option to Renew:** Should the Lessee desire to renew or extend the Term the Lessee shall make a written request to the Lessor made at any time before the last six (6) months of the Term and if at the time of such request there is no existing breach or non-observance of any of the covenants on the part of the Lessee herein contained, the Lessor shall at the expense of the Lessee – grant to the Lessee a lease of the Premises for such further term as may be agreed upon by the parties from the date of the expiration of this lease at a rate of rental to be agreed and containing the like covenants and provisions as are herein contained with the exception of the present covenant for renewal.

19. **Lessee Remaining in Possession:** Notwithstanding clause 22, should the Lessee remain in the possession of the Premises after the expiration of this Lease, the Lessor will have the right, but not the obligation, to treat the Lessee as a tenant from month-to-month of the Premises, under all the terms and conditions of this Lease. Such month-to-month tenancy may be terminated by either the Lessor or the Lessee as of the end of any calendar month upon at least seven (7) days' prior written notice.

20. The Lessor shall not be liable for the theft or removal of any property from the Premises provided that such theft or removal of property is not as a result of any act of omission or negligence of the Lessor.

21. **INDEMNIFICATION**

21.1 The Lessee agrees to indemnify, defend and hold the Lessor harmless from and against any injury, loss, damage or inability (or claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly out of injury, damage or loss caused by or arising from fire, explosion, the escape or overflow of any liquids or substances or any other accident or thing occurring in upon or from the Premises whether to the Lessee or the Lessee's employees and the Lessee shall indemnify the Lessor and shall carry and maintain public liability insurance against all liability in respect of any injury damage or loss caused or arising in, upon or from the Premises or by reason of any default of the Lessee, its servants and/or agents or the breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of the Lessor, its employees, agents or independent contractors.

21.2 The Lessor agrees to indemnify, defend and hold the Lessee harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs arising directly out of the actions or failure to act of the Lessor or its employees or agents, or the breach of any provision of this

Agreement, except to the extent attributable to the negligent or intentional act or omission of the Lessee, its employees, agents or independent contractors.

21.3 Notwithstanding anything to the contrary in this Agreement, each of the Lessee and the Lessor hereby waives any claims that they may have against the other with respect to consequential damages.

22. **Removal of Fixtures:** Where at its own expense the Lessee installs in and upon or has installed in and upon the Premises any fixture, equipment, machinery apparatus or structure, whether before or after the commencement of the Term, all such fixtures, equipment, machinery, apparatus or structure shall remain the property of the Lessee which the Lessee may remove, provided that such removal shall not cause any damage to the Premises and the Lessee makes good all damage caused by such installation and removal. The Lessee shall remove all such fixtures, equipment or machinery at the termination of this Lease failing which, should the Lessee fail to remove the property within three (3) months of the termination of the Lease, the same shall become the property of the Lessor. The Lessor shall not be liable to pay the Lessee for any fixtures, equipment, machinery, apparatus or structure not removed by the Lessee.
23. **Costs Incurred in Recovery of Rent:** The Lessee shall make good any expenses incurred in recovery or rent due and the full legal or other costs associated therewith.
24. **Conflict of Interest:** Except as otherwise expressly provided herein, neither Lessor nor any Director, employee or agent of Lessor, its subcontractors or vendors, shall give to or receive from any Director, employee or agent of Lessee or any affiliate of Lessee any gift or entertainment of significant value or any commission, fee or rebate in connection with the Agreement. In addition, neither Lessor nor any Director, employee or agent of Lessor, or its subcontractors or vendors under this Agreement, shall enter into any business arrangement with any Director, employee or agent of Lessee or any affiliate of Lessee who is not acting as a representative of Lessee or such affiliate without prior written notification thereof to Lessee. The Lessor and its affiliates shall maintain true and complete records in connection with this Agreement and all transactions related thereto and shall retain any such record for at least two (2) years after the end of the last calendar year to which it applies. Furthermore, neither Lessor nor Lessor's employees, agents, or subcontractors, or their employees or agents, shall make any payment or give anything of value to any official of any government department, agency or instrumentality to influence his or its decision, or to gain any other advantage for Lessor or Lessee in connection with this Agreement.

SCHEDULE

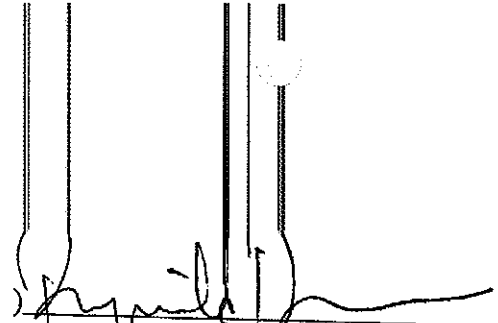
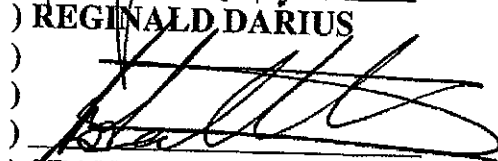
All that area being part of the Hewanorra International Airport and located to the North of the said Airport, measuring approximately 90,000 square feet or 2 acres, and forming part of the land registered in the Land Registry as Block and Parcel 1218B.

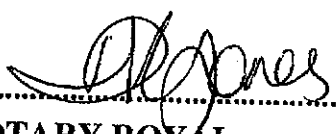
WHEREOF RECORD:

IN WITNESS WHEREOF these presents after due reading thereof have signed at Castries aforesaid by the Lessee on the 9th day of December, 2013 in the presence of the Notary Public and by the Lessor on the 9th day of December, 2013 in the presence of and by the said Notary Public on the day month and year first above written.

SIGNED by the
Within named **REGINALD DARIUS**
& **SEAN MATTHEW**
On behalf of the Authority
In the presence of:

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09/12/13

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) **REGINALD DARIUS**
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) **SEAN MATTHEW**
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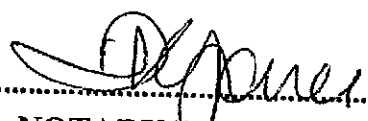
NOTARY ROYAL

SIGNED by the
Within named **CHAD ETIENNE**

On behalf of the Lessee
In the presence of:

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09/12/13

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) **CHAD ETIENNE**
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