



CITY OF CAPE GIRARDEAU

Office of the Mayor and City Council

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May 16, 2011

Mr. Gregory L. Walker
President
Commander Premier Aircraft Corporation (CPAC)
20 Stanford Drive
Farmington, Connecticut 06032

Re: Official Notice to Vacate Property and Termination of the Sublease

Dear Mr. Walker:

Pursuant to Section 14.01 of the Sublease Agreement dated as of November 1, 2007 (the "Sublease"), the City notified you in a letter dated February 15, 2011, that CPAC's failure to pay Sublease rentals constituted an Event of Default and that CPAC had 60 days to cure such default. Further, pursuant to that same Section, you were notified in a letter dated January 1, 2011 that CPAC's failure to provide the required insurance documentation constituted an Event of Default and that CPAC had 60 days to cure such default. In addition, CPAC has failed to make payments due pursuant to the Promissory Note, dated November 1, 2007, the letter accompanying the Promissory Note, also dated November 1, 2007, and other agreements made between the parties relating to CPAC's use of the property. To date, CPAC has also failed to remedy the Event of Defaults within the required 60 days and, therefore, the City hereby demands that CPAC vacate the leased property immediately pursuant to Section 14.02 of the Sublease. If CPAC fails to vacate the leased property within 30 days of receipt of this notice, Section 14.02 of the Sublease expressly authorizes the City to re-enter the leased property and eject all parties in possession thereof, and this notice shall further be deemed termination of the Sublease without any further demand or notice.

Further, pursuant to Section 2.05 of the Lease, such termination does "not terminate the Company's payment obligations" for the remainder of the term. Therefore, CPAC is liable for all such monetary obligations, including but not limited to past rents, all payments until the end of the Sublease term, and all payments due pursuant to the Promissory Note which also has a 6% interest accruing since the day of issuance till the date of payment.

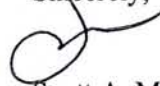
The City expects that CPAC will abide by its agreement under the Sublease, Promissory Note dated November 1, 2007, and the Letter accompanying the Promissory Note to voluntarily vacate the leased property so no further action or legal recourse is necessary by the City to remedy the default and at

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minimum to propose a mutually-beneficial plan to remedy the monetary obligations CPAC owes to the City.

Please contact me immediately to ensure that an orderly plan is undertaken to vacate the property and to minimize any further detrimental impact on the City.

Sincerely,

A handwritten signature in black ink, appearing to be "Scott A. Meyer", written over the word "Sincerely,".

Scott A. Meyer
City Manager

cc: Eric Cunningham, City Attorney
Bruce Loy, Airport Manager
Ron Strauss