

RATIFICATION OF SUBLEASES AND ACQUISITION

**Lease Agreement L04-0233-AP
Lease Agreement L79-0101-AP
Lynx FBO Destin, LLC and Okaloosa County, Florida**

WHEREAS, Okaloosa County, Florida (hereinafter the “County”) and Lynx FBO Destin, LLC (hereinafter “Lessee”), entered into a Lease for Fixed Base Operator Destin/Ft. Walton Beach Airport, L04-0233-AP, which expires on April 14, 2049 (“North Lease”), and a Lease for Fixed Base Operator Destin Executive Airport, L79-0101-AP, which expires on March 6, 2033 (“South Lease”), to operate two Fixed Base Operations at the Destin Executive Airport (DTS), 1001 Airport Road Destin, FL 32541; and

WHEREAS, Lessee has requested ratification of a Sublease Agreement with Gator One Air, LLC pursuant to the North Lease, and a copy of the Sublease was delivered to County; and

WHEREAS, Lessee has requested ratification of a Sublease Agreement with Gitibin and Associates, Inc. dba Go Rentals pursuant to the South Lease, and a copy of the Sublease was delivered to County; and

WHEREAS, Lessee has requested ratification of a Sublease Agreement with Tribus Aviation, LLC pursuant to the North Lease, and a copy of the Sublease was delivered to County; and

WHEREAS, Lessee has requested ratification of a Sublease Agreement with Gator Tracks, LLC pursuant to the North Lease, and a copy of the Sublease was delivered to County; and

WHEREAS, Lessee has requested ratification of a Sublease Agreement with Walter Hixson pursuant to the North Lease, and a copy of the Sublease was delivered to County; and

WHEREAS, the both the North Lease and the South Lease state in part, “Operator may not sublease all or any portion of the Leased Premises or all or any portion of the improvements thereon, without first obtaining written consent of the County;” and

WHEREAS, on November 22, 2021, entities that own Lessee were acquired by Atlantic Aviation Infrastructure Corporation (“Atlantic”); and

WHEREAS, Lessee continues to do business at Destin Executive Airport as Lynx FBO Destin, LLC and remains the lessee under both the North Lease and the South Lease; and

WHEREAS, Lessee and the County disagree as to whether the November 22, 2022 transaction constitutes a “change in control” within the meaning of Article XXXIV of the South Lease; and

WHEREAS, Lessee and the County desire to acknowledge that Lessee now operates under the trade name “Atlantic Aviation” to amicably resolve their disagreement regarding the “change in control” provision of Article XXXIV of the South Lease.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the executing parties consent to and agree to the following:

1. The above captioned recitals are true and correct.

2. County ratifies Lessee's sublease with Gator One Air, LLC.
3. Lessee and Gator One Air, LLC do hereby agree that County's ratification of the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.
4. County ratifies Lessee's sublease with Gitibin and Associates, Inc. dba Go Rentals.
5. Lessee and Gitibin and Associates, Inc. dba Go Rentals do hereby agree that County's ratification of the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.
6. County ratifies Lessee's sublease with Tribus Aviation, LLC.
7. Lessee and Tribus Aviation, LLC do hereby agree that County's ratification of the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.
8. County ratifies Lessee's sublease with Gator Tracks, LLC.
9. Lessee and Gator Tracks, LLC do hereby agree that County's ratification of the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.
10. County ratifies Lessee's sublease with Walter Hixson.
11. Lessee and Walter Hixson do hereby agree that County's ratification of the execution and delivery of the Sublease shall in no way constitute a modification of the Lease; and, further, that said Sublease is and shall remain inferior to the Lease.
12. The County ratifies Atlantic's acquisition of Lynx FBO Destin, LLC through its acquisition of Lynx FBO Holdings, LLC under the Agreement and Plan of Merger, dated October 2, 2021, which owns Lessee and acknowledges that Lessee now operates under the trade name "Atlantic Aviation."
13. In the interest of maintaining and furthering the positive business relationship between the County and Lessee, the County waives any claim to the \$1,000 fee set forth in Article XXXIV of the South Lease only with respect to the November 22, 2021 transaction and without waiving any other rights under Article XXXIV of the South Lease, which remains in full force and effect.
14. This ratification does not change any of the provisions of the South Lease or the North Lease, the terms of each of which remain in full force and effect.

IN WITNESS WHEREOF, County acknowledges and ratifies the subleases and acquisition as of the day and year first written.

OKALOOSA COUNTY, FLORIDA

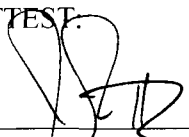


Paul Mixon
Chairman, Board of County Commissioners

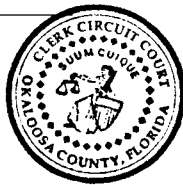
Date: 1/16/2024



ATTEST:



J.D. Peacock II
Clerk of Circuit Court



Lynx FBO Destin, LLC



Dawud J. Crooms - General Counsel
[insert name and title]

1.6.24
Date

AMENDED AND RESTATED HANGAR SUB-LEASE AGREEMENT

THIS AMENDED AND RESTATED HANGAR SUB-LEASE AGREEMENT (“Agreement”) is made and entered into as of September 1, 2021, between Lynx FBO Destin, LLC, whose address is 1001 Airport Road, Destin, FL 32541 (hereinafter referred to as the “SUBLESSOR”), and Gator One Air, LLC, A Florida limited liability company, whose address is 3350A Noble Way, Valdosta, GA, 31605 (AND ITS AFFILIATES AND SUBSIDIARIES) (hereinafter referred to as the “SUBLESSEE”).

In consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereby agree to lease hangar space as follows:

1. **Lease of the Hangar and Other Rights:** Sublessor hereby leases exclusively to Sublessee that certain real property with improvements, including aircraft hangar located at the Sublessor’s facility at the Destin Executive Airport in Destin, Florida (the “Airport”) and as described in Exhibit A (hereinafter referred to as the “Hangar Space”), together with the nonexclusive right to use the public areas of the Airport, the nonexclusive right of ingress and egress over the ramps to access the Hangar Space, the nonexclusive right of ingress and egress between the Hangar Space and the entrances to the Airport, and the nonexclusive right of ingress and egress between the Hangar Space and the airfield and landing areas of the Airport. The Hangar Space shall be used and occupied solely for the following purposes: (a) the storage of aircraft (“Aircraft”), (b) maintenance of the Aircraft (provided, for the avoidance of any doubt, Sublessee may not engage in MRO services and may only maintain and repair Aircraft owned by Sublessee) (collectively, the “Permitted Uses”), and for no other purpose whatsoever.

2. **Term:** The Initial Term of this Agreement shall be for Two (2) year(s) from September 1, 2021 (the “Effective Date”) and shall automatically renew on a month-to-month basis at the adjusted rent outlined in Section 3, unless either party provides at least sixty (60) days written notice of termination. Should Sublessee vacate the Hangar Space without providing the required sixty (60) day written notice of termination, Sublessee shall forfeit the Security Deposit outlined in and deposited pursuant to Section 4 below. Forfeiture of the Security Deposit will not prejudice, in any way, Sublessor’s right to collect Base Rent, additional rent, and other monies due or payable by Sublessee under this Agreement.

3. **Rent:** The term “Rent” shall include all amounts due by Sublessee to Sublessor under this Agreement.

(a) During the Initial Term of this Agreement, Sublessee shall pay to Sublessor, in lawful money of the United States, \$68,400 annually, in equal monthly installments of \$5,700, payable in advance on or before the first day of each month without demand or setoff whatsoever, plus any applicable local, state, or federal taxes and fees, when due (“Base Rent”). On each anniversary of the Effective Date, Base Rent shall be increased by three (3%) percent. Adjustments shall be rounded up to the nearest whole cent.

(b) In addition to the monthly Base Rent for the Hangar Space, Sublessee shall pay to Sublessor as additional rent, payable in advance on or before the first day of each month, Sublessee’s proportionate share of all Common Area Maintenance Expenses (as defined below)

incurred in maintaining and operating the Common Areas (as defined below) of Sublessor's facility. During the Term of this Agreement, Sublessee's proportionate share of all Common Area Maintenance Expenses is \$0 per month. As used herein, (i) the term "Common Area Maintenance Expenses" shall mean, for each calendar year (or portion thereof) during the Term of this Agreement, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Sublessor (to the extent that Sublessor, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with cleaning, removing debris from, maintaining, operating, managing, repairing and equipping the Common Areas, and (ii) the term "Common Areas" shall mean and include all areas, facilities and improvements provided from time to time for the general, common or joint use on a non-exclusive basis by Sublessor and the sublessees of the Sublessor's facility, including, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, access roads, ramps, loading docks, delivery areas, storm and sanitary sewer systems, signs, landscaped and vacant areas and lighting facilities, including all utilities serving the same, whether located within or outside of Sublessor's facility, except as may be otherwise designated by Sublessor for the exclusive use of any sublessee. The Common Areas shall be subject to the exclusive control and management of Sublessor and to such rules and regulations as Sublessor may from time to time adopt. Sublessee shall refrain from doing any act which interferes with Sublessor's exclusive control and management of the Common Area or with the use of Common Area by others.

(c) Upon execution of this Agreement, Sublessee shall provide Sublessor with a valid credit card number and all other information necessary to make charges on such credit card, which shall be maintained on file by Sublessor. Should Sublessee fail to pay any Base Rent, additional rent, or other amounts due under this Agreement within thirty (30) days after any such amount is due, Sublessee hereby acknowledges, agrees and authorizes Sublessor to charge any and all amounts due and owing to Sublessor from Sublessee against Sublessee's credit card on file. Sublessor shall have the right to charge Sublessee a three (3%) percent administrative fee ("Administrative Fee") for processing of payment with the use of a credit card. In the event that the credit card on file with Sublessor is terminated, either through natural expiration or otherwise, Sublessee shall be responsible for notifying Sublessor and providing a simultaneous replacement credit card to Sublessor.

(d) Should Sublessee fail to pay Base Rent, additional rent, or any and all other amounts due under this Agreement within five (5) days of the due date, any due and unpaid amount shall bear interest at the simple annual interest of ten (10%) percent per annum, both pre and post judgment, from the date such payment is due until it is paid in full.

ANY AND ALL AMOUNTS DUE BY SUBLESSEE TO SUBLESSOR UNDER THIS AGREEMENT SHALL BE DEEMED RENT.

4. **Security Deposit:** Sublessee shall deposit with Sublessor the sum of \$5700.00, equal to one (1) month's Base Rent, as security for the faithful performance and observance by Sublessee of the terms, provisions and conditions of this Agreement ("Security Deposit"). The Security Deposit shall be held by Sublessor without any interest credited to Sublessee's benefit, unless required by applicable state law, and may be co-mingled with other monies of Sublessor, unless prohibited by applicable state law. It is agreed that in the event Sublessee defaults in respect of

any of the terms, provisions and conditions of this Agreement, including, but not limited to, the payment of Base Rent and additional rent, Sublessor may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Sublessee is in default or for any sum which Sublessor may expend or may be required to expend by reason of Sublessee's default in respect of any of the terms, covenants and conditions of this Agreement, including, but not limited to, any damages or deficiency in the re-letting of the Hangar Space, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Sublessor. Sublessee shall be required to replenish any portion of the Security Deposit so used by Sublessor within fifteen (15) days after receipt of Sublessor's written demand for same. Should Sublessee fail to replenish the Security Deposit, Sublessee hereby acknowledges and agrees to allow Sublessor to charge Sublessee's credit card on file with Sublessor for the amount of the Security Deposit used by Sublessor. Upon Sublessee's full and faithful compliance with all terms, provisions, covenants and conditions of this Agreement, any portion of the Security Deposit not used or applied shall be returned to Sublessee without interest by mail within a reasonable time after the termination of this Agreement and after delivery of entire possession of the Hangar Space to Sublessor as required under this Agreement. The Security Deposit shall not be applied by Sublessee toward the last month's Base Rent. Sublessee shall not take possession of the Hangar Space until such time as Sublessor receives the Security Deposit.

5. **Maintenance, Utilities and Taxes:** Sublessee, at its sole expense, shall maintain the structural and mechanical components of the Hangar Space, including doors and door mechanisms and HVAC, the exterior of the Hangar Space, including the roof, supporting walls and windows, and the grounds, including the landscaping, in clean, safe and in good working condition and in compliance with all applicable laws, codes, rules, and regulations during the term of this Agreement, including any extensions thereof; provided that Sublessee shall not be required to maintain the Hangar Space and other property described above to the extent that the Authority (as defined below) is required or has primary responsibility to maintain such property as described in the Primary Lease (as defined below). Should Sublessee fail to perform any repair or maintenance for which it is responsible, Sublessor may, in addition to the other rights contained herein, perform such work and shall be reimbursed by Sublessee within ten (10) days after receipt of written demand therefor. These obligations shall include performance of reasonable preventive maintenance. Sublessee shall be responsible for maintaining the interior of the Hangar Space and any utilities, including service for gas, electricity, water, sewer and storm drainage costs, and all trash collection services for the Hangar Space. Sublessee shall pay for all utility service at the Hangar Space. Sublessee shall pay all taxes associated with the Hangar Space, including all real property and ad valorem taxes.

6. **Use of the Hangar Space:** The Hangar Space shall be used only for the Permitted Uses as defined in Section 1. Sublessee shall not in any manner sublease or sublicense Hangar Space to a third party without Sublessor's prior written consent, which may be withheld for any reason. Sublessee shall not create or cause any lien for work, labor, services, or material to be recorded against any portion of (or interest in) the Hangar Space. Sublessee shall be solely responsible for notifying all vendors and contractors of this provision. Any lien filed against any portion of (or interest in) the Hangar Space in violation of this provision shall be null and void and of no force or effect. Sublessee shall be solely responsible for the safe and proper conduct and demeanor of its employees, licensees, and invitees, and any and all others doing business with Sublessee in and

around the Hangar Space, and Sublessee shall take all steps necessary to remove any person(s) whom Sublessor may for good and sufficient cause, which shall be deemed good and sufficient in Sublessor's sole discretion, deem objectionable upon receipt of written demand for same from Sublessor. Sublessee shall keep the Hangar Space clean and free from waste, nuisance or debris at all times, shall not release any debris or trash into the Hangar Space, and shall be solely responsible and liable to repair any damage to the Hangar Space caused by Sublessee, normal wear and tear excepted. In utilizing the Hangar Space during the term of this Agreement, Sublessee agrees to and shall comply, and shall cause its employees, agents, licensees, and invitees (herein referred to as the "Sublessee's Representatives") to comply, with all applicable ordinances, rules, and regulations established by any Federal, State, or local government agency, by Sublessor, and by the Authority. Sublessee and Sublessee's Representatives shall conduct themselves with full regard for the rights, convenience and welfare of Sublessor and Sublessor's operations. Upon termination of this Agreement, by expiration or as otherwise provided in this Agreement (unless renewed or extended by the parties), Sublessee shall immediately surrender possession of the Hangar Space, and shall at its sole expense, remove the Aircraft and all other Sublessee property from the Hangar Space. Sublessee shall be solely liable for any and all damage to the Hangar Space, with normal "wear and tear" excepted, due to Sublessee's use and occupancy of the Hangar Space or Sublessee's improper or negligent behavior. Sublessee shall be solely responsible for obtaining all licenses and use approvals from the Authority and any other applicable governmental entity.

7. **Primary Lease:** Sublessee acknowledges that this Agreement is a sublease and that Sublessor has leased certain property, which includes the Hangar Space, from the governmental authority that owns the Airport (the "Authority"). This Agreement shall be subordinate to Sublessor's lease and any amendments thereto (herein referred to as the "Primary Lease"). Sublessee shall be bound by the terms and conditions of the Primary Lease and shall not do anything which will result in a default by Sublessor under the Primary Lease, and shall comply with all applicable provisions of the Primary Lease and all rules and regulations set forth by the Authority. If for any reason the term of the Primary Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be terminated and Sublessor shall not be liable to Sublessee by reason thereof. Sublessor warrants and covenants that it will comply with all obligations imposed upon Sublessor under the Primary Lease and pertaining to the Hangar Space so long as this Agreement remains in effect. In addition, (i) Sublessee agrees to comply with the requirements of the Minimum Standards and any Rules and Regulations of the Authority and (ii) Sublessee acknowledges and agrees that this Agreement remains subject to the review and approval of the Authority and in the event this Agreement is not approved by the Authority, this Agreement may be terminated by the Sublessor.

8. **Condition of Premises:** Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor the Hangar Space in an "AS IS/WHERE IS" condition. BY SUBLESSEE'S EXECUTION OF THIS AGREEMENT, SUBLESSEE IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE HANGAR SPACE.

9. **Alterations:** Sublessee shall not make any structural alterations, structural additions or structural improvements to the exterior or interior of the Hangar Space, or to any other property of Sublessor, without prior written approval of the Sublessor, which may be withheld for any reason. Sublessee acknowledges that the plans and specifications for any alterations, additions and/or

improvements of the Hangar Space may require Authority consent under the Primary Lease. Any and all alterations, additions and improvements approved by Sublessor to be made by Sublessee to the Hangar Space shall, upon completion, be deemed fixtures and become Sublessor's sole and exclusive property, without compensation or payment to Sublessee whatsoever, and shall not be removed from the Hangar Space upon termination of this Agreement. Sublessee shall not erect any signs to the exterior or interior of the Hangar Space, or to any other property of Sublessor, without prior written approval of the Sublessor, which may be withheld for any reason. Any and all alterations, additions, improvements and/or signs shall be subject to compliance with the Primary Lease and all applicable laws and regulations. Should any governing authority demand removal of any alteration, addition, improvement or sign, said removal shall be at Sublessee's sole cost, expense and responsibility. Sublessee holds Sublessor harmless and indemnifies Sublessor from any liability as a result of any alteration, addition, improvement or sign made to or affixed to the Hangar Space.

10. **Insurance:** During the Term of this Agreement, Sublessee shall continuously maintain at its own expense the following insurance policies:

(a) All-Risk Hull Insurance (including war risk) on the Aircraft, both on the ground and in-flight, in an amount to cover the full replacement value of the Aircraft and any spare parts stored in or at the Hangar Space;

(b) All-Risk Personal Property Insurance coverage and Comprehensive General Liability Insurance coverage in an amount of not less than \$10,000,000 each occurrence, including continuing coverage for acts or omissions of Sublessee, and public liability and property damage, premises/completed operations, independent contractors, and personal injury or deaths of persons and guests, including passengers, occurring in or about the Hangar Space (or on the ground or in-flight), including a severability of interest provision and contractual liabilities provision;

(c) Aircraft Management, Fleet, and/or Managed Fleet Insurance in an amount to cover all managed aircraft, as applicable;

(d) Liability/Hangarkeeper's Insurance coverage in an amount of the full replacement value of the Hangar Space, as the value may exist from time to time, including damage and destruction by fire, earthquake, vandalism, and other perils. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Hangar Space;

(e) Automobile Liability Insurance coverage, including airside liability, owned and non-owned – minimum of \$1,000,000 per occurrence;

(f) Employer's Liability Insurance with minimum limits of \$1,000,000; and

(g) Worker's Compensation Insurance in statutory minimum amounts as prescribed by the State where the Hangar Space is located unless Sublessee is self-insured as allowed by applicable law or otherwise exempt.

All policies of insurance required hereunder shall: (i) include coverages for premises/operations, independent contractors, broad form contractual in support of the indemnity section of this

Agreement, and personal injury liability; (ii) name Sublessor and the Authority as additional insured, excepting only the Worker's Compensation policy; (iii) waive any rights of subrogation against Sublessor and the Authority and their respective directors, officers, agents, employees, and assigns; (iv) include a severability of interest provision; and (v) include thirty (30) day prior written notice to Sublessor and the Authority of any cancellation or modification of insurance coverage. Consistent with the indemnification provisions of this Agreement, Sublessee's insurance policies shall respond on a primary basis, with any insurance carried by Sublessor to be construed as secondary or excess insurance. Prior to commencement of this Agreement and occupancy, the Sublessee shall deliver to the Sublessor certificates or binders evidencing the existence of the insurance required herein and subsequently prior to the expiration of the succeeding certificate and at any time upon request by Sublessor.

11. **Casualty:** In the event the Hangar Space or the means of access thereof, shall be damaged by fire or any other cause or casualty, the rent payable hereunder shall not abate provided that the Hangar Space is not rendered untenable by such damage or access to the Hangar Space is not materially and adversely affected by such damage. If the Hangar Space is rendered untenable or the Hangar Space is materially or adversely affected and the Sublessor elects to repair the Hangar Space, rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the negligent or willful acts or omissions of Sublessee, its directors, Sublessee's Representatives, agents, employees, and assigns, in which case the rent shall not abate and repair shall be the sole responsibility of Sublessee. If the Hangar Space is rendered untenable, and work to repair the damage has not begun ninety (90) days after occurrence, or if begun, is not complete within six (6) months after the occurrence, or Sublessor elects not to repair the Hangar Space, then in that event this Agreement shall terminate. The Hangar Space shall be deemed "untenable" if Sublessor, in its sole discretion, determines that the casualty materially interferes with Sublessee's ability to continue its business operations in substantially the same manner and space.

12. **Indemnification:** Sublessee shall indemnify, defend, save, and hold harmless Sublessor, the Authority, and their respective affiliates, directors, officers, servants, agents, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses of any nature or description whatsoever for any loss of, damage to, or destruction of any property or any injury to or death of any person or any adverse environmental condition arising from Sublessee's negligence, its failure to comply with this Agreement or its use, operation, repair, or maintenance of the Hangar Space. Sublessee shall be solely responsible for notifying all vendors, invitees, and third parties that Sublessor has disclaimed certain liabilities hereunder and that Sublessee shall be solely liable to same for any such damages.

13. **WAIVER OF CONSEQUENTIAL DAMAGES:** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SUBLESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF USE OR DIMINUTION OF VALUE OF AIRCRAFT, OR OTHER DAMAGE RELATED TO THE USE,

OPERATION, OR LEASING OF THE HANGAR SPACE OR SERVICES PROVIDED BY SUBLESSOR UNDER THIS AGREEMENT.

14. **Force Majeure:** Neither party shall be liable to the other party for any loss, injury, damage, or delay of any nature whatsoever caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection or war, invasion, acts of foreign enemies, acts of terrorism (whether or not war be declared), hi-jacking, war-like actions, civil war, revolution, rebellion, martial law, military or usurped power or attempts at usurpation of power, an attempted or actual: capture, seizure, arrest, restraint, detention, requisition or the taking of property by any government, governmental authority or agent (whether or secret or otherwise) or by any military, naval, or attempt to usurp power, whether in time of war or peace and whether it's lawful or unlawful; provided, however, that the time for performance shall be extended only for a period equivalent to the period of such delay.

15. **Default:** Sublessee shall be in default under this Agreement if: (a) Sublessee breaches any term or condition of this Agreement and, with respect to a failure to pay Base rent, additional rent or any other monetary obligation hereunder when due, Sublessee fails to cure such breach within a period of ten (10) days following written notice from Sublessor to Sublessee; or with respect to any other breach, Sublessee fails to cure such breach within a period of thirty (30) days following written notice from Sublessor to Sublessee; (b) a petition is filed by or against Sublessee under any applicable bankruptcy or insolvency laws (including a petition for reorganization or any arrangement) and such petition remains undismissed for a period of thirty (30) days or more after filing; or (c) Sublessee assigns its property for the benefit of creditors. In the event of any default of this Agreement by Sublessee, Sublessor shall, at its option after Sublessee has failed to cure within the cure period, have the right to (i) cure any such breach (including, without limitation, causing any required maintenance or repairs to be made or releasing any lien), and Sublessee shall immediately reimburse Sublessor for any and all of Sublessor's costs and expenses therein, and/or (ii) terminate this Agreement and the applicable Term hereof, as well as all of the right, title and interest of the Sublessee hereunder, by giving Sublessee five (5) days' written notice of termination of this Agreement ("Notice of Termination"), and upon the expiration of the time stated in the Notice of Termination (the "Termination Date"), this Agreement and the applicable term hereof, as well as all of the right, title and interest of Sublessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to Sublessee's continued liability), as if the Termination Date was the expiration of the Agreement Term; and Sublessee shall immediately quit and surrender to Sublessor the Hangar Space and each and every part thereof, and Sublessor may remove the Aircraft and any other property of Sublessee from the Hangar Space using such force as may be reasonable, necessary and legally proper, without liability for such removal. Exercise by Sublessor of either or both of the rights specified above shall not prejudice Sublessor's right to pursue any other right or remedy available to Sublessor at law or in equity. In the event Sublessee is in default for a non-payment issue beyond the applicable cure period, Sublessor shall have, in addition to all other rights provided herein, the ability to notify any of Sublessee's clients to begin making payments directly to Sublessor. The notices above established shall substitute for any "statutory" demands or notices as would otherwise be required prior to institution of summary proceedings for removal of Sublessee or plenary collection actions in the event Base Rent, additional rent, or any other monetary obligations are not paid as and when due.

In the event of a cancellation or termination of this Agreement, either by operation of law, by issuance of a Judgment of Eviction, or similar adjudication granting Sublessor lawful right to repossess the Hangar Space (for non-payment of Base Rent or any other default hereunder), by the service of a Notice of Termination to Sublessee, by Sublessee's abandonment, or otherwise, for any cause or causes whatsoever, Sublessee shall nevertheless, remain and continue to be liable to Sublessor for all Base Rent and additional rent for the balance of the applicable Term then in effect, be it the Initial Term or otherwise, and same shall automatically accelerate and become due and payable upon cancellation or termination of this Agreement for any cause or causes whatsoever. Any entry or re-entry, repossession or acceptance of possession by Sublessor, whether taken under summary proceedings or otherwise, shall not absolve or discharge Sublessee from liability hereunder.

In the event of a cancellation or termination of this Agreement, Sublessor may re-enter the Hangar Space, using such force for that purpose as may be legal in the circumstances without being liable to any prosecution for said re-entry or the use of such force, and Sublessor may repair and restore the Hangar Space in such manner as may be deemed necessary or advisable and/or re-let the Hangar Space or any or all parts thereof for the whole or any part of the remainder of the Initial Term or Term in Sublessor's name, or as the agent of Sublessee, and may grant concessions or free rent or charge a higher rental than that in this Agreement. From any rent so collected or received, Sublessor shall first pay to itself the expenses and costs, including reasonable attorneys' fees, of enforcing this Agreement, retaking, repossessing and repairing and/or restoring the Hangar Space and the expenses (including reasonable attorneys' fees, marshal's fees and moving expenses) of removing all persons and property therefrom, and any costs, including brokerage commissions, and reasonable attorneys' fees, of reletting (without obligation to do so); and second, pay itself any balance remaining on account of the liability of Sublessee for any Base Rent or additional rent then unpaid by Sublessee. Any entry or re-entry, repossession or acceptance of possession by Sublessor, whether taken under summary proceedings or otherwise, shall not absolve Sublessee from liability hereunder. Should any rent so collected by Sublessor be insufficient to fully pay to Sublessor any and all Base Rent or additional rent due hereunder, the balance or deficiency of such rent shall be paid by Sublessee.

16. **Habitual Default:** Notwithstanding the foregoing, in the event that the Sublessee has defaulted in the performance of or breached any of the terms, covenants, and conditions required herein to be kept and performed by Sublessee of the same type and kind two or more times within a twelve (12) month period, in the sole discretion of Sublessor and regardless of whether the Sublessee has cured each such individual condition of breach or default as provided in this Agreement above, the Sublessee may be deemed by the Sublessor to be a "Habitual Defaulter." At the time that such determination is made, Sublessor shall issue to Sublessee a written notice advising of such determination and citing the circumstances therefor and, in Sublessor's sole discretion, Sublessor may terminate this Agreement as set forth in the "Default" Paragraph above.

17. **Inspection:** Sublessor and its officers, agents, and representatives reserve the right to enter the Hangar Space, without liability to Sublessee, for routine inspections, including, but not limited to, any and all local and/or federal governmental inspections, fire marshal inspections and/or building code inspections, and/or for other purposes relating to the maintenance of the building in which the Hangar Space is located at reasonable hours upon one (1) business day's advance written notice to Sublessee; or at any time, without such notice, in the event of any emergency or

potentially hazardous conditions that may arise. Further, during the last ninety (90) days of the term of this Agreement, including any extensions, Sublessor and its officers, agents, or representatives shall have the right to enter the Hangar Space at reasonable hours upon one (1) business day's advance written notice to show the Hangar Space to prospective tenants, lenders, or purchasers.

18. **Governing Law:** This Agreement shall be construed in accordance with the laws of the state in which the Hangar Space is located, exclusive of its conflicts of law rules.

19. **Relationship of Parties:** The relationship between Sublessor and Sublessee shall always and only be that of landlord and tenant. Sublessee shall never at any time during the term of this Agreement, become the agent or partner of the Sublessor, and Sublessor shall not be responsible for the acts or omissions of Sublessee and Sublessee's Representatives.

20. **Remedies Cumulative:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity, except as otherwise expressly limited herein.

21. **Notices:** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mailgram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery at the addresses for each party set forth below. Mail which is refused shall be deemed delivered for all purposes under this Lease.

As to Sublessor:

General Manager
1001 Airport Road
Destin, FL 32541
850.424.6890

As to Sublessee:

Gator One Air, LLC
3350A Noble Way
Valdosta, GA 31605
229.230.1453

Registered Agent Name/Address if Different than Sublessee:

22. **Integration:** This Agreement constitutes the entire agreement between the parties, and as of the Effective Date supersedes all prior independent agreements between the parties related to the leasing of the Hangar Space. Any change or modification must be in writing and signed by both parties.

23. **No Waiver:** No waiver of any breach of any covenant or condition of this Agreement shall be construed or operate as a waiver of subsequent or prior adherence to or performance of the covenant and/or condition of this Agreement or any future or continuing breach thereof. The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the Sublessee.
24. **Assignment and Subletting:** Sublessee shall have no right to sublease any part of the Hangar Space to a third party. There shall be no assignment of this Agreement or the rights thereunder by Sublessee without the prior written consent of Sublessor, which consent may be withheld or conditioned in Sublessor's sole business discretion.
25. **Subordination:** This Agreement is subject and subordinate to the lien of all and any mortgages by Sublessor (which "mortgages" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments) which may now or hereafter encumber the Hangar Space, and to all renewals or modifications thereof. If any proceedings are initiated for the foreclosure of, or the exercise for the power of sale under any mortgages or in any deed in lieu of foreclosure is exercised, covering the Hangar Space, Sublessee shall attorn to and recognize such mortgages as the Sublessor under this Agreement.
26. **Severability:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties at this Agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
27. **Authority's Consent:** Sublessee acknowledges that this Agreement may be submitted to the Authority for approval. Sublessee shall promptly deliver to Sublessor any information reasonably requested by Authority (in connection with Authority's approval of this Agreement) with respect to the nature and operation of Sublessee's business and/or the financial condition of Sublessee. Sublessor and Sublessee hereby agree, for the benefit of the Authority, that this Agreement and any Authority consent hereto shall not: (a) be deemed to have amended the Primary Lease in any regard (unless Authority shall have expressly agreed in writing to such amendment); or (b) be construed as a waiver of Authority's right to consent to any assignment of the Primary Lease by Sublessor or any further subletting of premises leased pursuant to the Primary Lease, or as a waiver of Authority's right to consent to any assignment by Sublessee of this Agreement or any sub-subletting of the Hangar Space or any part thereof.
28. **Exclusive Fuel:** During the term of this Agreement, Sublessee agrees to purchase all of Sublessee's fuel and fueling services at the Airport only from Sublessor on the terms set forth in Exhibit A.
29. **Attorneys' Fees and Costs:** In the event of any litigation or other contested action filed between the parties which is under or related in any way to this Agreement, the prevailing party shall be entitled to reasonable attorneys', paralegals' and paraprofessionals' fees and costs incurred at all trial and appellate levels, including, but not limited to, pre-trial, trial, appeal and/or bankruptcy.

30. **WAIVER OF JURY TRIAL:** SUBLESSOR AND SUBLESSEE, FOR THEMSELVES, THEIR SUBTENANT, LEGAL REPRESENTATIVES, SUCCESSORS IN INTEREST BY OPERATION OF LAW OR OTHERWISE, AND THEIR ASSIGNS, WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN ANY OF THE FOREGOING, UPON, UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS, OR THE HANGAR SPACE, DIRECTLY OR INDIRECTLY, OR ANY AND ALL NEGOTIATIONS IN CONNECTION THEREWITH OR IN REGARD TO THE USE AND OCCUPANCY OF THE HANGAR SPACE.

[Signatures on Following Page]

In witness whereof, the parties have duly executed this Agreement as of the day and year set forth above.

SUBLESSOR:

By: _____

Title: _____

Signature: _____

Date: _____

SUBLESSEE:

By: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT “A”

Property Plat/Description

Hangar Three (3) – North Ramp

Fuel

Fuel provided at Lynx FBO Destin, LLC fully burden cost plus \$1.25 per gallon. On each anniversary of the Effective Date, Fuel Price shall be increased by three (3%) percent. Adjustments shall be rounded up to the nearest whole cent.



THIS VEHICLE RENTAL AGREEMENT (this "Agreement") is made and entered into on the 1st Day of February 2019, by and between, **Lynx FBO Operating, LLC**, a Delaware limited liability company ("Lynx") and **Gitibin and Associates, Inc.**, a California corporation ("Go").

WITNESSETH

WHEREAS, Lynx operates commercial enterprises authorized by the airports and authorities identified on an Addendum attached hereto to provide support services to general aviation operators utilizing such airports (each, an "FBO");

WHEREAS, Go is in the business of renting vehicles and desires to offer such vehicles at the FBO, and Lynx desires to permit Go to offer such vehicles at the FBO, subject to the terms and conditions set forth in this agreement.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth in this agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Lynx and Go, intending to be legally bound, hereby covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into and made part of this Agreement.
2. **Term.** This Agreement shall commence on the date hereof and shall expire on the second anniversary of this Agreement (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew on a monthly basis unless terminated by either party in writing. Notwithstanding the foregoing, either party may terminate this agreement upon sixty (60) days prior written notice, for unsatisfactory performance by the other party, provided however, that the notified party shall have the right to attempt to cure its unsatisfactory performance within such sixty (60) day period. Success or failure to adequately cure such unsatisfactory performance shall be solely determined in good faith by the notifying party.

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3. Compensation

- a. Go shall pay to Lynx a monthly fee in respect of each FBO as set forth on the Addendum applicable to such FBO for the rental of vehicles at such FBO (the "Referral Fee"). The Referral Fee shall be paid by Go to Lynx monthly, in arrears, on or before the 15th day of each month.
- b. Go shall provide Lynx the full use of the vehicles listed on each Addendum, free of charge, which may include sedans (or similar vehicles) to be used by members of the Lynx team (a "Crew Car").
- c. Lynx will be responsible for any damage to a Crew Car caused by Lynx. Lynx will insure the vehicles and add Go as an additional insured.
- d. Go will perform all maintenance on the Crew Cars.
- e. Any additional vehicles needed will be charged at a monthly rate according to the applicable Addendum and the amount will be deducted from Lynx's monthly commissions.
- f. Go shall provide a twenty percent (20%) discount for rental car services from any office of Go for the employees of Lynx.

4. Obligations of Go to Lynx :

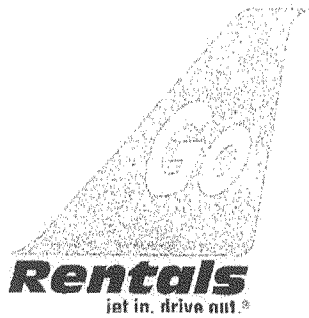
Go shall have the following obligation under this Agreement:

- (i) Go will keep an inventory of vehicles and personnel at the applicable FBO to facilitate all rental car transactions. Go shall have its personnel at the applicable FBO during the FBO's normal business hours, seven days a week and shall have its personnel at such FBO to facilitate the renting of vehicles during off hours if a reservation of a vehicle has been previously booked by a VIP guest. To facilitate unexpected rentals during off-hours, Go will train Lynx's employees in Go's

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procedures and provide access to rental contracts and keys for Go's vehicles to Lynx.

- (ii) Go shall defend, indemnify and hold harmless Lynx, its parent and affiliates, and their respective directors, officers, employees, affiliates or agents (each a "Lynx Party") from and against any and all actions, costs, claims, losses, expenses and/or damages, including attorney's fees, including death and personal injuries and damage to property arising out of or resulting from the performance of this Agreement. This indemnity shall not extend to losses or claims arising out of the sole gross negligence of Lynx.
- (iii) Go shall further indemnify each Lynx Party from and against any and all actions, costs, losses, expenses and/or damages for or arising out of any personal injuries to or the death of any Go employees working at an FBO premises or in transit to and from any FBO.
- (iv) Go shall regularly conduct orientations for Lynx employees to familiarize them with Go's operations, fleet and services.
- (v) Go, at its sole cost and expense, shall be responsible for the cleaning, maintaining, insuring and fueling of all vehicles (except as may apply to a Crew Car).
- (vi) Go shall provide and maintain adequate equipment to permit timely completion of its obligations under this Agreement. In addition, if any government license or permit is required for the proper and lawful conduct of Go's operation of other activity carried on, in or about an FBO, or if the failure to procure such a license or permit might or would in any way affect the operations of an FBO, Go, at its expense, shall duly procure and thereafter maintain such license or permit and submit the same to Lynx for inspection. Go agrees, at its own

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expense, to promptly comply with all requirements of any existing federal, state or local laws and ordinances.

- (vii) Go acknowledges, understands and agrees that each FBO is a luxury FBO and caters to the finest clientele, and therefore, Go agrees at all times to conduct its operation in a manner conforming with the image and quality of service, cleanliness, and professionalism standards of Lynx and all rules and regulations established from time to time by Lynx and the applicable airport when Go's employees are on an FBO's premises.

5. **Obligation of Lynx to Go**

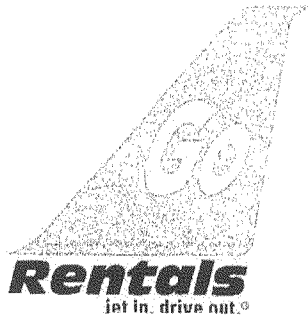
Lynx shall have the following obligation under this Agreement:

- (i) The relationship of Go with respect to Lynx shall be that of an independent contractor, and for no purposes shall employees of Lynx be deemed employees of Go or employees of Go be deemed employees of Lynx. Any and all payroll taxes, social security benefits, insurance requirements or employee benefits of any kind whatsoever of Lynx, Go and their respective employees shall be borne exclusively by Lynx with respect to Lynx employees and shall be borne exclusively by Go with respect to Go's employees.
- (ii) Lynx will provide awareness of Go's services offered at the applicable FBO to such FBO's guests and prospective guests. Lynx shall provide Go with advanced notice of any and all special events or promotions at an FBO.
- (iii) Lynx agrees that Go will be the preferred and first offered car rental and the only rental car company with personnel on-site at Lynx during the term of this agreement. Lynx will not allow any branding from any other car rental company during the term of this contract.

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- (iv) Lynx will advise its employees that Go is designated as the rental car company of choice for the FBO and directing staff to refer business to Go.
- (v) To the extent space at an FBO permits, Lynx will provide a desk and phone within their lobby for Go to conduct business. If there is no such space and Go would like a desk and phone within an FBO's lobby, Lynx may buildout such space at Go's sole cost and expense. The phone will be able to transfer calls between the Lynx CSR's and the Go desk. Any expenses related to communications incurred by Go will be borne by Go.
- (vi) Lynx will provide a location for Go's vehicles, keys and confidential files. Go shall be solely responsible for determining and implementing those security and safety measures Go deems necessary and appropriate for Go's vehicles and property.
- (vii) Lynx shall allow Go to put up signage to designate the Go work station with the approval of the General Manager.
- (viii) If the applicable airport approves, Lynx shall allow Go a location to wash and detail vehicles.
- (ix) Lynx and Go will share links on each company's web page to increase traffic.
- (x) Lynx agrees not to divert or attempt to divert any actual or prospective business customers of Go's to any competitor.
- (xi) Lynx agrees to not actively promote rental car companies other than Go at their location unless Go is unable to provide the applicable service requested by the customer.

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6. **Insurance.** Go shall carry and maintain throughout the Term of this Agreement, workers' compensation insurance in the statutory amounts, comprehensive general public liability insurance endorsed to include products and completed operations and contractual liability in the minimum amount of \$2,000,000.00, combined single limit and automobile liability insurance in the minimum amount \$1,000,000.00, combined single limit. Such insurance shall name Lynx as additional insureds, and provide coverage for Go's indemnity obligations under this Agreement. The cancellation clause for such insurance shall provide Lynx written notice of cancellation not less than ten (10) days prior to any cancellation or material change. Certificates of such insurance coverage (and copies of policies if requested by Lynx) shall be delivered to Lynx prior to the performance of any services under this Agreement.
7. **Default.** In the event Go breaches any of the terms of this Agreement this contract is in Default ("Default"), and when such Default remains uncured for thirty (30) days after the notice, whether written or verbal, from Lynx of such Default, Lynx shall have the right and option to terminate the Agreement by providing Go ten (10) days prior written notice. Notwithstanding anything in this Section 7 to the contrary, any Default related to the timely payment of the Referral Fee or providing for Go's insurance obligations under this Agreement, Lynx shall have the right and option to terminate this Agreement immediately upon notice to Go.
8. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given when delivered by hand or sent by U.S. mail or overnight courier service such as Federal Express, addressed to the parties at the addressed below:

To Lynx:
2450 Louisiana Street
Suite 400, #516
Houston, TX 77006
Attn: Tyson Goetz

To Go Rentals:

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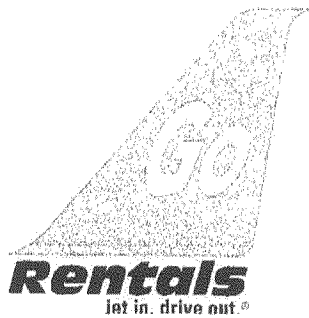
4320 Campus Drive
Newport Beach, CA 92660
Attn: Kavous Gitibin

9. **Trademarks.** Lynx and Go expressly recognize and acknowledge that their respective rights under the Agreement shall not confer upon either of the and right in, or the right to use, each other's trademarks, without the express written consent of the other, however, cross-marketing will be promoted on both websites and promotional literature, including, but not limited to general aviation websites such as www.airnav.com.
10. **Confidentiality.** The parties shall maintain in strict confidence and not disclose to any third party any confidential information received from the other party as indicated by such disclosing party.
11. **Attorney's Fees.** In the event, any legal action is taken by either party against the other to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party all court costs, reasonable attorney's fees and expenses incurred by the prevailing party.
12. **Assignment.** This agreement shall not be assigned by either party hereto without the prior written consent of the other party; provided, however, Lynx may assign this Agreement to an affiliate of Lynx, any purchaser of Lynx (whether via stock sale, asset sale, or otherwise), a subsequent operator of Lynx or to a holder of a mortgage encumbering an FBO, in each case, without obtaining the prior written consent of the Go.
13. **Partial Invalidity.** In case any one or more of the provision contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
14. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

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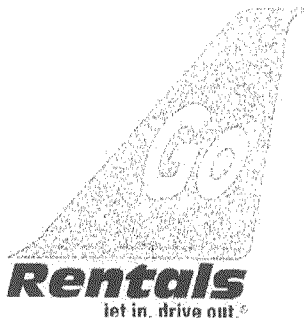


15. **Entire Agreement.** This Agreement contains the entire and only agreement between the parties hereto with respect to the subject matter hereof and any representation, promise or condition not incorporated herein shall not be binding upon either party. This agreement shall supersede all prior understanding, arrangements and agreements between the parties hereto with respect to the subject matter hereof. No modification, renewal, extension or waiver of any of the provision of this agreement shall be binding upon either party unless made in writing and signed on its behalf by a duly authorized person.

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Ty
Lynx

Date: 11/17/19

Print Name: Tyson Goetz

M. Morris
Go Rentals

Date: 1/14/2019

Print Name: M. Morris

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EXHIBIT A

Go agrees to provide the following incentives at Lynx preferred locations:

Lynx	Location Commission
FBO Location	% revenue plus vehicles
Destin, FL (DTS)	15% commission, 2 mid-size, 1 small SUV
Napa, CA (APC)	15% commission, 2 full-size, 1 minivan

- Go agrees to split the cost of the water ordered for an FBO to give to its customers at Napa and Destin. The order is not to exceed two palletes per month.
- Additional vehicles to be provided at the following monthly rates:
 - Mid-size \$350
 - Full-size \$400
 - Minivan \$550
 - Mid SUV \$600
 - Passenger Van \$800
 - Large SUV \$850

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USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Contract No.	655205
Airport	Destin Executive Airport (DTS) For purposes of this Agreement, "Airport" means the airport, its governing body and/or any "lessor" under the Master Lease Agreement, as context may dictate.
Operator	Lynx FBO Destin, LLC dba Atlantic Aviation
Master Lease Agreement	The agreement or combination of agreements between Operator and the Airport providing the terms and conditions by which Operator may operate and use the Facility and each Space.
Facility	Atlantic Aviation – Destin 1001 Airport Road Destin, FL 32541 "Facility" includes Operator's entire leasehold under the Master Lease Agreement.
User	Name: Tribus Aviation LLC Address: 231 S Bemiston Ave, Suite 850, PMB 33454, St. Louis, MO 63105 Contact: Eric Stegeman Phone: 312.957.8834 Email: eric.stegemann@tribus.com
Aircraft	Make and Model: TBM 700 Serial No.:50 Registration No. N84HS
Registered Owner of Aircraft	Name: TRIBUS Aviation LLC Address: 231 S Bemiston Ave, Suite 850, PMB 33454, St. Louis, MO 63105 Phone:312.957.8834
Space	Hangar Six North Ramp
Purpose(s) for Use of Space	Aircraft Hangar
Effective Date	October 1, 2022
Initial Term	One Year
Renewal Term	Automatic renewal as set forth in Section 3.1
Space Use Fees	Hangar: \$6861.00 * all Space Use Fees are subject to adjustment as set forth in Section 2.3 **exclusive of all taxes and fees as set forth in Section 2.4

USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Fuel Charges	Retail posted cost minus \$1.75 per gallon *exclusive of all taxes and fees as set forth in Section 2.4
Ancillary Service Fees	All ancillary services, including GPU and lavatory and water service, will be provided to User at the then-current posted rates.
Security Deposit	\$13,722.00 (two months Space Use Fees)
Utilities, Trash Removal, and Janitorial Services	User is responsible for electricity, heating, cooling, water (if any), trash removal and janitorial services in the Space. User is also responsible for phone, internet, cable or other utility that it requires.
Additional Term	- This Agreement is subject to approval of the Airport. - If User is engaged in commercial aeronautical activities, User shall at all times maintain a valid operating agreement (or similar authority) issued by the Airport. Failure to maintain is grounds for termination under Section 3.2.

The Use and Occupancy Agreement (the "Agreement") consists collectively of these Summary of Terms, and the Terms and Conditions, Schedules and Attachments attached hereto. Capitalized terms set forth in the left column of the Summary of Terms have the meaning ascribed to them in the right column.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth below their signature.

OPERATOR

USER

By: _____

By:  _____

Printed Name: _____

Printed Name: Eric Stegemann

Title: _____

Title: Member

Date: _____

Date: August 11, 2022

USE AND OCCUPANCY AGREEMENT
TERMS AND CONDITIONS

The Summary of Terms preceding these Terms and Conditions, along with the Schedules and Attachments hereto, are incorporated herein and binding on Operator and User. Capitalized terms used herein without definition have the meaning ascribed to such terms in the Summary of Terms.

1. Use of Space and Provision of Fuel Services.

1.1 Operator grants User the right to use and occupy the Space as described in the Summary of Terms, the right to use the apron and access the common areas of the Facility (including restrooms, entry ways, hallways, lobbies, elevators, sidewalks, driveways parking areas and vending areas specified by Operator), and the rights of ingress and egress to and from the Airport taxiway. The Space will be used by User only for the purpose(s) set forth in the Summary of Terms. Unless otherwise provided in the Summary of Terms, the Space is common, non-exclusive, chosen by Operator, and used by other users. User will notify Operator promptly if User expects to replace the Aircraft (either on a temporary or permanent basis) with a substitute aircraft, and all provisions of this Agreement applicable to the Aircraft will apply to any such substitute aircraft of the same type and size. User will not conduct any business at Operator's Facility that is not authorized under the Summary of Terms, nor any business for which it has not obtained all required permits, authorizations, and approvals for conducting such business.

1.2 Each of User and Operator will comply with all applicable statutes, ordinances, rules, regulations, orders and requirements, now in force or which may hereafter be in force, regulating the use, occupancy or alterations of the Space, and User agrees to comply with the rules and regulations set forth on Schedule 1 which Operator may update or amend from time to time. User will not cause or permit the Space or the Facility to be used in any way which (i) constitutes (or would constitute) a violation of any law, ordinance, or governmental regulation or order, (ii) unreasonably interferes with the rights of other users of the Space or the Facility, or (iii) constitutes a nuisance or waste, or is disorderly, unsafe or hazardous. User's rights granted herein are subject and subordinate to the terms and conditions of the Master Lease Agreement between Operator and the Airport. Nothing in this Agreement creates or purports to create any obligations of the Airport to User. The Airport is an intended third-party beneficiary of this Agreement.

1.3 User will keep and maintain the Space and every part thereof in good and clean condition and in accordance with rules and regulations established by Operator or the Airport from time to time during the Term. This provision is not intended to impose an obligation on User to repair the Space unless such repair is necessitated by the fault or neglect of User. User will not make any alterations or additions to the Space without first obtaining Operator's written permission and will return the Space at the termination of this Agreement in the same and in as good condition as exists on the Effective Date, reasonable wear and tear and modifications expressly approved in writing by Operator excepted.

1.4 User will provide reasonable advance notice to Operator of anticipated Aircraft flight activity. Operator will maintain sufficient personnel and equipment to provide for the movement of the Aircraft as reasonably requested by User. Operator will be solely responsible for the towing or repositioning of all Aircraft into, out of and within the Space. User expressly agrees not to undertake the towing or repositioning of the Aircraft. User will be solely responsible for securing the Aircraft at all times. Consistent with the foregoing obligation, User will ensure the Aircraft is secured in such a manner that enables Operator to tow or reposition the Aircraft at any time for purposes of ingress and egress to any portion of Operator's Facility.

1.5 Operator reserves the right to use the Aircraft hangar/parking portion of the Space during those times when the Aircraft is away from the Airport and to enter any portion of the Space at all reasonable times for the purpose of making any inspection it may deem appropriate to the proper enforcement of any of the covenants and conditions of this Agreement or the Master Lease Agreement, during an emergency, or to undertake repairs, additions, or alterations to the Space. Except in the case of an emergency, Operator will provide reasonable advance notice prior to entering the office portion of the Space (if any). Additionally, Operator reserves the right to temporarily relocate the Aircraft to reasonably similar space within the Facility upon reasonable prior notice to User; except that, in the case of an emergency, no prior notice is required.

1.6 User may perform light Aircraft maintenance, Aircraft cleaning, and other support-related services on the Aircraft exclusively through User's employees or through contracted third parties that comply with Operator's established minimum insurance requirements; provided, however, that aircraft towing and fueling will be performed exclusively by Operator. User is responsible for ensuring that such third-party vendors comply with all applicable laws, rules, and regulations. Upon the request of Operator, User will cause any such third parties to execute a hold

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

harmless and indemnification agreement in form and substance reasonably satisfactory to Operator and provide evidence to Operator of the insurance coverage maintained by any such third parties. Minimum insurance requirements will be provided to User upon request.

1.7 Operator will provide such fuel services at the Airport as User requests. User acknowledges that there is limited space at Operator's Facility for aircraft storage and parking, and that as consideration for the grant of rights pursuant to this Agreement, this Agreement is expressly conditioned on User's agreement that Operator is its exclusive fueler at the Airport. The foregoing obligation applies only with respect to the Aircraft which is/are the subject of this Agreement and only with respect to User's requirements for aviation fuel for said Aircraft while at the Airport. If User breaches its obligation to purchase its requirement for aviation fuel exclusively from Operator, this Agreement, may, at the option of Operator, be terminated forthwith.

1.8 This Agreement creates only a license terminable as set forth herein. Nothing in this Agreement will be construed or deemed to construe a grant of an interest in real property or to convey an estate or to vest property rights in User, nor will this Agreement or its performance be interpreted to create a landlord/tenant, partnership, agency, joint venture, bailment, trust or fiduciary relationship between Operator and User.

2. Use Fees.

2.1 User will pay to Operator the Space Use Fees, Fuel Charges and Ancillary Service Fees (collectively, the "Use Fees") set forth in the Summary of Terms as follows: (1) Monthly Space Use Fees are payable in advance on the first day of each month during the Term in consideration of User's use and occupancy of the Space and for the provision of other services, as applicable, for the Term. Monthly Space Use Fees will be prorated on a daily rate basis for any partial month during the Term. (2) Fuel Charges, Ancillary Service Fees, and any daily Space Use Fee are payable by credit card immediately at the time such services are provided by Operator, unless otherwise indicated in the Summary of Terms.

2.2 Upon execution of this Agreement, User will: (1) deliver and maintain with Operator a credit card authorization with a spending limit sufficient to support User's credit card payment obligations set forth in this Agreement; and (2) pay and maintain with Operator a Security Deposit in the amount set forth in the Summary of Terms. The Security Deposit will be held by Operator to guarantee the full and faithful performance of User's payment obligations under this Agreement and may be applied by Operator without notice to User against any obligation of User due hereunder that is not paid when due. When applying the Security Deposit to User's obligations, Operator does not waive Operator's right to any other remedy provided by this Agreement or by law. Upon notice from Operator that it has drawn down on such Security Deposit, User will promptly (and in no event longer than ten (10) calendar days) replenish the Security Deposit to the original amount. Operator reserves the right to adjust the Security Deposit throughout the Term. Upon termination of this Agreement and payment by User of all outstanding obligations to Operator under the Agreement, the credit card authorization will be destroyed, and the Security Deposit will be returned; provided that Operator has authority to use the credit card and/or Security Deposit to pay any amounts owed and unpaid five (5) business days following such termination.

2.3 User agrees that, during the Term: (1) Space Use Fees will be adjusted by CPI-U (as defined below) plus 2.5% on each anniversary of the Effective Date; (2) Fuel Charges are subject to review and adjustment by CPI-U on each anniversary of the Effective Date; (3) Space Use Fees and Fuel Charges are subject to review and adjustment at other times by giving User not less than sixty (60) calendar days written notice, provided that Operator will not make such adjustments more than one time in any twelve (12) month period; and (4) Ancillary Service Fees may be adjusted at any time. Notwithstanding anything to the contrary herein, if at any time during the Term the Airport increases the amount due by Operator to the Airport under the Master Lease Agreement, Operator may increase the Use Fees by up to the percentage increase imposed by the Airport on Operator's leasehold interest or services, as the case may be. In the event of such pass-through increase, Operator will provide User with at least thirty (30) calendar days advance written notice of the revised Use Fees; provided, however, an increase in Use Fees resulting from increases due by Operator to Airport under the Master Lease Agreement will not be considered an annual increase in Use Fees as set in subsections (1) - (3) above. After the effective date set forth in any notice required under this Section 2.3, the new Use Fees will become effective automatically for all purposes, unless and until further adjustments are made to the Use Fees in accordance with this Section 2.3. "CPI-U" is the percentage change in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (All Items, All Urban Consumers, 1982-1984=100) during the immediately preceding contract year. The index month three (3) months prior to the anniversary month for the current year and the previous year will be used to determine the percent increase. In no event will any Use Fee be decreased

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

due to changes in the CPI-U.

2.4 In addition to Use Fees, User will be responsible for and pay to Operator all applicable Airport use fees, concession fees, facility fees, fuel flowage fees, and other charges and fees imposed or assessed by the governing body of the Airport on the provision of aircraft storage, fuel, or other services rendered by Operator to User hereunder, together with any sales, use, excise, or other taxes imposed by any governmental authority by virtue of this Agreement (other than Operator's income taxes). User is solely liable for all taxes, fees and other charges assessed or imposed on or by User's operations or businesses at the Airport. Under no circumstances will Operator be liable for or required to pay any tax, fee, assessment, or other charge owed by User, including any taxes, fees, assessments, or charges applicable to User or any of User's businesses owed to the Airport.

2.5 User will pay for Utilities, Trash Removal, and Janitorial Services as indicated on the Summary of Terms.

2.6 If User fails to pay in full any Use Fees or other amounts provided for in this Agreement within five (5) business days after the same becomes due and payable, Operator is authorized to submit such charges for payment on User's credit card. User is obligated to pay a late charge equal to five percent (5%) of the amount, or any portion thereof, not so paid when due. In addition, any fees or other amounts, or any portion thereof, to be paid by User pursuant to this Agreement which are not paid in full within ten (10) business days after the same becomes due and payable will bear interest at a rate equal to two (2) percentage points above the then applicable Wall Street Journal Prime Rate (U.S. money center commercial banks) or its successor, accruing from the date such amount became due and payable to the date of payment thereof by User. Such interest constitutes additional Use Fees due and payable to Operator by User upon the date of payment of the delinquent payment referenced above.

3. Term and Termination; Operator's Remedies.

3.1 This Agreement commences on the Effective Date and continues for the Initial Term. After the Initial Term, this Agreement will continue in effect from year to year, being automatically renewed after each year (each a "Renewal Term") unless either party gives written notice of termination, with or without cause, to the other party at least sixty (60) calendar days prior to the end of the Initial Term or any Renewal Term. The Initial Term together with each Renewal Term is referred to as the "Term."

3.2 Operator may terminate this Agreement at any time upon sixty (60) calendar days prior written notice to User.

3.3 User may terminate this Agreement upon fifteen (15) calendar days prior written notice to Operator if User sells the Aircraft or the Aircraft is lost or destroyed and User does not replace the Aircraft.

3.4 Operator may terminate this Agreement upon written notice to User following an Event of Default (as defined below) by User and failure by User to cure such Event of Default within the applicable cure period.

3.5 This Agreement will automatically terminate upon the termination or expiration of the Master Lease Agreement for any reason or as otherwise expressly directed in writing by the Airport. No damages, monies, or compensation will be owed to User by Operator for such early termination.

3.6 Upon the effective date of termination of this Agreement, but in no event later than five (5) calendar days following such termination, User will remove all of User's property from the Space and pay to Operator all outstanding Use Fees and any other amounts due and owing Operator under this Agreement. If User should fail to vacate the Space within such period, User will be deemed to be a trespasser and Operator may peaceably enter upon the Space and remove User's property (including the Aircraft) without further notice, demand or court proceeding and without liability to User. Operator is under no duty or obligation to store or maintain any of User's property at any time and is not liable to User for any damage to or destruction of such property. Additionally, if User fails to vacate the Space, the Space Use Fees will be increased to 200% of the then-current Space Use Fee as a "holdover fee" and User will reimburse Operator for, and indemnify Operator against, all damages, costs, liability and expenses, including storage costs and reasonable attorneys' fees permitted by law, which Operator incurs on account of User's delay in vacating the Space.

4. Events of Default.

4.1 Each of the following events constitute an "Event of Default" under this Agreement on the part of User:

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

(a) the failure of User to pay and deliver to Operator any payment after same is due and to cure such default within five (5) business days after Operator gives User written notice of such default; provided, that, Operator is only obligated to provide such notice and opportunity to cure two (2) times during any consecutive twelve (12) month period;

(b) the failure of User to comply with any non-monetary related provision of this Agreement as soon as reasonably practical and in any event within five (5) business days after written demand by Operator, except that if any non-monetary failure is not capable of being cured within such five (5) business day period, User will be given a reasonable time to cure such failure so long as User has timely commenced curing such failure within the five (5) business day period and thereafter diligently proceeds to cure such failure as promptly as possible;

(c) the filing of any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act by or against User or any voluntary or involuntary proceedings in any court are instituted to declare User insolvent or unable to pay User's debts, and in the case of any involuntary petition or proceeding if same is not dismissed within sixty (60) calendar days from the date it is filed, or if User makes an assignment for the benefit of its creditors, or if a receiver is appointed for any property of User or if User's interest hereunder is levied upon execution or its attached by process of law and not discharged or dismissed within sixty (60) calendar days;

(d) the sublicensing of all or any portion of the Space or assignment or encumbrance of all or any portion of its interest in this Agreement whether voluntary, involuntary or by operation of law;

(e) abandonment of the Space;

(f) use of the Space for a purpose other than that permitted; and

(g) notwithstanding Section 4.1(b) above, violation of Article 8, Anti-Bribery, Anti-Corruption, whereupon no cure period will be permitted, and Operator may terminate the Agreement immediately.

4.2 Upon the occurrence of an Event of Default, Operator has the right, in its sole discretion and without limiting any other legal or equitable remedies available to it, to pursue any one or more of the following remedies: (1) terminate the Agreement as set forth in Section 3.4; (2) remove the Aircraft and all personal property and take all further action as set forth in Section 3.6; (3) declare all amounts due for the remaining Term immediately due and payable and require immediate payment thereof from User; (4) cure the default and require immediate reimbursement by User of the cost actually incurred by Operator in curing such default, with interest thereon at the rate of one percent (1%) per month (12% per annum) from the date such cost is incurred until the date of reimbursement by User to Operator; (5) reimbursement by User of all attorneys' fees incurred by Operator as a result of such Event of Default, to the extent permitted by law; and (6) relicense the entire Space or a portion thereof.

5. No Assignment or Sublicense. User will not assign, sublicense, or otherwise transfer or encumber this Agreement or its rights or obligations hereunder, or permit occupancy or use of the Space in whole or in part, by another party without Operator's prior written consent. Any attempted assignment, sublicense, or other transfer without Operator's prior written consent will be null and void.

6. Insurance.

6.1 At all times during the Term, User agrees that it will maintain at its expense, in full force and effect, with insurers of recognized responsibility, minimum insurance coverage(s) as set forth on Schedule 2 to this Agreement. All such insurance, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport, and each of the foregoing's respective officers, directors, agents, servants, contractors and employees as additional insureds (collectively, the "Additional Insureds") and respond on a primary and non-contributory basis. User and its insurance carrier(s) agree to waive all rights of subrogation in favor of the Additional Insureds, except where damage results solely from the negligence or willful misconduct of the Additional Insureds. Prior to commencing the use or occupancy of the Space, User will deliver to Operator a certificate evidencing the minimum insurance coverage required hereunder (the "Certificate"). User will provide Operator with an updated Certificate promptly upon the renewal of any insurance policy described in the Certificate. User

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

acknowledges that its potential liability under this Agreement is not limited to the amount of insurance coverage it maintains or the limits required herein.

6.2 Operator agrees that it will maintain at its expense at all times during the Term in full force and effect, with insurers of recognized responsibility, the minimum insurance coverage(s) required under the Master Lease Agreement. Upon thirty (30) calendar days written request by User, Operator will provide User with a certificate of Operator's insurance coverage. Operator is required to respond to a request from User for a copy of such insurance certificate no more than one (1) time per calendar year.

7. Indemnification Obligations; Limitations on Liability; Environmental.

7.1 User agrees to indemnify, defend, save and hold harmless the Additional Insureds, to the full extent allowed by law, from and against any and all liabilities, demands, suits, claims, actions, arbitrations, administrative proceedings, awards, judgments, losses, fines, penalties, or damages (including, without limitation, attorneys' fees, investigative fees, expert fees, and court costs) for property damage, bodily injury, or death ("Claims") arising out of or in connection with: (i) User's performance or nonperformance including, without limitation, breach of any term, condition, covenant, or obligation herein, of this Agreement; (ii) User's use and occupancy of the Space and the Facility; (iii) User's use of or activities at, on or around the Airport; (iv) any release or spill of hazardous or toxic materials, petroleum, and/or regulated substances by User or User Parties (as defined below); or (v) the acts or omissions of User or its officers, employees, agents, representatives, contractors, subcontractors, sublessees, suppliers, licensees, customers, invitees, and guests or any other person or entity whom User controls or has the right to control or who is acting through or on behalf of User or is to confer an economic benefit on User (collectively with User, "User Parties"), regardless of where Claims may occur, except to the extent caused solely by the negligence or willful misconduct of Operator.

7.2 Operator covenants and agrees to repair, or cause to be repaired, at Operator's own cost and expense, any damage to the Aircraft to the extent such damage is caused solely by the negligence or willful misconduct of Operator while performing towing, fueling and/or detailing services on or proximate to the Aircraft.

7.3 THE PARTIES AGREE THAT UNDER NO CIRCUMSTANCES WILL OPERATOR, ATLANTIC AVIATION FBO INC., THEIR PARENT COMPANIES, AND THEIR RESPECTIVE DIRECT AND INDIRECT SUBSIDIARIES AND AFFILIATED COMPANIES UNDER COMMON CONTROL WITH ATLANTIC AVIATION FBO INC. ("ATLANTIC PARTIES"), OR THE AIRPORT BE LIABLE TO ANY USER PARTIES, NOR WILL USER BE LIABLE TO ANY ATLANTIC PARTIES, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, LOST PROFITS OR DIMINUTION IN VALUE) WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE).

7.4 All personal property of User Parties in and on the Space or the Facility will be and remain therein under any and all circumstances at the sole risk of said parties and Operator will in no event be liable to any such person or party for damage to, or loss thereof, except as specifically set forth in Section 7.2 above. Operator does not guaranty the security or safety of User Parties. Any safety or security measures taken by Operator are to protect its own interest, and do not create any liability of Operator to User Parties.

7.5 User agrees not to store or maintain hazardous or toxic materials, petroleum, and/or regulated substances as defined by local, state, and federal environmental regulations on or in the Space (with exception of fuel and oil on board the Aircraft, as well as cleaning and other solvents used for aircraft maintenance, provided that storage of such solvents will be in containers that meet the specifications of applicable guidelines and regulations) without prior written authorization from Operator which may be withheld in Operator's reasonable discretion. In the event of a hazardous or toxic spill or release, User will notify Operator immediately. User will be responsible for proper handling, removal, and disposal of all hazardous or toxic materials, petroleum, and/or regulated substances used or stored by User Parties at the Space and/or in other areas of the Facility. Storage, handling, removal, and disposal of all such hazardous materials and/or regulated substances will be accomplished by User at its expense in accordance with local, state, and federal guidelines and regulations.

7.6 The limitations and liabilities set forth in this Article 7 apply to User and the Aircraft at any location that is operated or managed by Operator, Atlantic Aviation FBO Inc., or any of their respective direct and indirect subsidiaries or affiliated companies under common control with Atlantic Aviation FBO Inc.

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

8. Anti-Bribery; Anti-Corruption. User and User's affiliates will not directly or indirectly pay, offer, give or promise to pay or authorize the payment of any money or other things of value to an official or employee of a government, public organization, Operator or its affiliates, any political party or candidate if any such payment, offer, act or authorization is for purposes of influencing official actions or decision or securing any improper advantage in order to obtain or retain business, or engaging in acts or transactions otherwise in violation of any applicable anti-bribery laws. User represents and warrants that neither User nor its affiliates, owners, shareholders, officers or directors own or are controlled by a "**Restricted Person**," which is defined as (1) the government of any country subject to an embargo imposed by the United States government, (2) an individual or entity located in or organized under the laws of a country that is subject to an embargo imposed by the United States Government, (3) individuals or entities ordinarily resident in any country subject to an embargo imposed by the United States government, or (4) individuals or entities identified by a government or legal authority with whom User or its affiliates, or Operator or its affiliates, are prohibited or restricted from dealing with, including persons designated under the U.S. Department of Treasury's Office of Foreign Assets Control (OFAC) List of Specially Designated Nationals and Other Blocked Persons (including terrorists and narcotics traffickers); and similar restricted party listings, including those maintained by other governments pursuant to United Nations, regional or national trade or financial sanctions. User acknowledges and agrees that as part of Operator's trade sanctions policy, it will truthfully complete the OFAC Reporting Questionnaire, attached to this Agreement as Schedule 3 and that it will deliver an updated Schedule 3 to Operator upon any change to the information contained thereon throughout the Term. User agrees to return the completed questionnaire to Operator **in no less than five (5) business days prior to the Effective Date**. User represents and warrants that User is not engaging in this transaction in furtherance of a criminal act, including acts in violation of applicable anti-corruption laws. If User learns that conduct has or may have occurred in violation of this Article, User will immediately notify Operator.

9. Emergency Event Procedures. It is the express sole obligation and responsibility of User to provide for the safety, security and evacuation of its Aircraft, equipment and staff during any approaching storm, hurricane, flood, wildfire, natural disaster, or other significant emergency event ("Emergency Event"). User will be responsible for developing an appropriate Emergency Event plan, coordinating with Operator to move the Aircraft from the Space prior to such Emergency Event, and relocating the Aircraft to a location out of the event's projected path.

If User fails to remove the Aircraft or other property from the Facility prior to the Emergency Event, User agrees to comply with and abide by any provisions for Emergency Event preparedness required by Operator, in Operator's sole discretion, necessary for the safety and security of the Aircraft, Airport, Facility, Space or neighboring aircraft and property (if any). User hereby explicitly approves in advance and waives any and all objections to any and all such plans, if any, and further grants Operator the authority to move User's Aircraft or other property within the Space or Facility as Operator or the Airport deems necessary; provided, however, User remains liable for any damage resulting from User's failure to remove the Aircraft or other property from the Facility prior to the Emergency Event.

User acknowledges that there is no guarantee of the Aircraft's safety, and that Operator will assume no liability for damage to User's Aircraft or property resulting from the Emergency Event. Notwithstanding the limitation of Operator's liability set forth in Article 7, User will be liable for all damages that are caused by the Aircraft or other property remaining at the Facility during an Emergency Event.

10. Miscellaneous.

10.1 Force Majeure. Except for the payment of any sums due hereunder by User and User's obligations set forth in Article 9, neither party is liable for its failure to perform under this Agreement that is caused by any act of God, act of terrorism, act of nature, fire, flood, wind storm, pandemic, epidemic, strike, labor dispute, riot, insurrection, war or any other cause beyond either party's control; provided, however, should such party's inability to perform due to the force majeure continue for more than sixty (60) calendar days, either party may terminate this Agreement upon thirty (30) calendar days written notice.

10.2 Authority. User represents that it is fully authorized to enter into this Agreement on behalf of the User and any Registered Owners of the Aircraft and to bind the User and the Registered Owners to the terms and conditions set forth in this Agreement.

10.3 Notice. Except as otherwise provided by this Agreement, all notices, requests, consents, approvals, agreements, authorizations, acknowledgments, waivers, and other communications required or permitted under this Agreement must be in writing and addressed to User and Operator (attention: General Manager) and delivered to the

USE AND OCCUPANCY AGREEMENT

TERMS AND CONDITIONS

addresses set forth in the Summary of Terms via U.S. Mail, recognized overnight courier service, or by hand delivery (which, if to Operator, will be delivered to its general manager). Notice is deemed given three (3) business days after it is placed in the U.S. Mail, one (1) business day following delivery to a recognized overnight courier service, or when received by the recipient if delivered by hand. No party may contest the form of any notice that is actually received.

10.4 Non-Waiver. No delay, waiver, omission, or forbearance on the part of Operator to exercise any right or power arising from any breach or default by User under this Agreement will constitute or be deemed a waiver by Operator of any such right or power including, without limitation, the right to declare User in default hereunder for any subsequent breach. To the extent that User enjoys any sovereign or analogous immunity pursuant to any domestic laws, as the same may be amended from time to time (or the benefit of any aspect thereof) with respect to this Agreement or User's obligations hereunder, User hereby irrevocably waives such immunity.

10.5 Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and will not be supplemented, amended, or modified except by a written instrument duly executed by the parties hereto. The language of this Agreement will be construed as a whole according to its fair meaning and not strictly for or against either of the parties.

10.6 Survival. Articles 4, 6, 7 and 8, the right of Operator to collect Use Fees and other amounts due and owing, and such other provisions that by their nature are intended to survive termination, will survive and continue in full force in accordance with the terms of this Agreement notwithstanding any expiration or termination of this Agreement or the Master Lease Agreement.

10.7 Choice of Law; Venue; Severability. This Agreement will be governed by and construed in accordance with the laws of the jurisdiction where the Space is located without regard to its conflicts of laws rules. User and Operator hereby voluntarily submit themselves to the jurisdiction of the federal and state courts situated in the jurisdiction in which the Space is located for the resolution of any dispute arising under this Agreement, and User and Operator expressly waive any defense or claim of inconvenient forum. In the event any legal authority determines that any provision in this Agreement is illegal, unenforceable, or invalid in whole or in part for any reason, all valid and enforceable provisions remain unaffected. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the Master Lease Agreement, the Master Lease Agreement will govern.

10.8 Headings. The headings of the articles, paragraphs, and sections contained in this Agreement are for convenience of reference only and do not constitute a part hereof.

10.9 Counterparts. This Agreement may be executed by electronic mail or facsimile transmission, in one or more counterparts, each of which will be deemed an original, but all of which, taken together, will constitute one and the same instrument.

10.10 Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida and other states. Additional information regarding radon and radon testing may be obtained from Florida's county public health units and the county health agency in other states.

USE AND OCCUPANCY AGREEMENT

SCHEDULE 1

RULES AND REGULATIONS

These guidelines are not all-inclusive and may be modified or added to at any time by Operator provided such guidelines are reasonable, uniformly applied and do not modify any provision of the Agreement.

1. Storage lockers situated in a hangar are to be acquired through Operator to ensure uniformity in color and size. These lockers will be on casters to allow moving for cleaning purposes.
2. All Aircraft support equipment is to be secured and stored inside each tenant shop when not in use and at the end of the workday. This includes power carts, jacks, toolboxes and parts. Work stands and other equipment too large for the shops will be stored in a designated area of the hangars and the use of that space will be charged to User.
3. A clean work area is the responsibility of User. It is Operator's intention to maintain a high degree of cleanliness. All spills and debris are to be contained and cleaned by User immediately.
4. No vehicles are permitted in the hangar or other restricted areas, other than Operator-owned tugs for repositioning aircraft and forklift operations as necessary.
5. All radio and music reproduction equipment are banned from the hangar floor. User may play music inside of its shop or office Space at a reasonable volume level so long as it is not audible in other offices or on the hangar floor.
6. User will not block open any hangar access doors or fire doors.
7. Operator will not provide car parking and transportation to the commercial airline terminal for individuals not directly using User's corporate aircraft at the Facility.
8. All of User's employees, agents, independent contractors and invitees will obtain and display proper identification in accordance with prevailing regulations of the Airport for all areas of the Facility where required. All costs incurred in obtaining such required identification badge authorizations or endorsements will be borne wholly by User.
9. Pets are not permitted at the Facility, except when present in connection with a specific trip. All pets must be either on-leash or crated while at the Facility.

USE AND OCCUPANCY AGREEMENT

SCHEDULE 2

USER INSURANCE COVERAGE

Aircraft Liability and Physical Damage: The following insurance requirements shall apply to all Aircraft (including any substitute aircraft) identified on the Summary of Terms:

- (i) Liability insurance for the Aircraft, both in flight and not in flight, including bodily injury to passengers and third parties; and property damage, premises liability, products liability, and personal injury liability damage arising from User's operations, including the ownership, maintenance or use of Aircraft and/or mobile equipment or use or occupancy of the Space under the terms of this Agreement in an amount not less than ~~forty million dollars (\$40,000,000)~~ ^{Fifty million dollars (\$50,000,000)} each occurrence and in the annual aggregate in accordance with industry standards (the minimum limit for personal injury liability shall be no less than ~~twenty-five million dollars (\$25,000,000)~~ ^{one million dollars (\$1,000,000)} each occurrence and in the annual aggregate). Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available;
- (ii) All risk ground and flight physical damage insurance covering the Aircraft and personal property therein against any loss, theft or damage. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available; and
- (iii) **IF COMMERCIAL MAINTENANCE IS BEING PERFORMED ON PREMISES:** Commercial General Liability Insurance including Premises, Products and Completed Operations, and Hangarkeepers Liability for bodily injury and property damage arising from User's use or occupancy of the Space provided for under the terms of this Agreement in an amount not less than ~~fifty million dollars (\$50,000,000)~~ ^{one million dollars (\$1,000,000)} each occurrence and in the annual aggregate in accordance with industry standards. Such insurance shall include war risks, hijack and other perils liability coverage to the extent such is commercially available. This coverage requirement shall be conditionally waived if User does not perform commercial maintenance operations on premises; however, this conditional waiver shall be automatically revoked, and User shall obtain the requisite coverage if User subsequently performs commercial maintenance operations on premises.

Property Insurance: Property Insurance in sufficient coverage amounts to insure against loss of or damage to all owned, leased and/or borrowed tools, equipment and other property of User and its agents, invitees and employees and coverage as is reasonable for loss of or damage to tools, equipment and property of third parties. Failure of the Customer to secure and maintain such insurance shall not, in any manner, obligate or render Operator, its agents or employees liable for claims of User or any third party for loss of or damage to such property.

Workers Compensation:	Coverage A	Workers Compensation – to statutory requirements
	Coverage B	Employers Liability – coverage limit of not less than one million dollars (\$1,000,000)

Automobile Liability Insurance: Automobile Liability Insurance in an amount not less than five hundred thousand dollars (\$500,000) per occurrence for all of User's owned, non-owned, hired or leased vehicles operating on or proximate to the Airport premises. If User's activities require vehicle access and/or support equipment access to any areas of the Airport where aircraft are stored, serviced or operated, User will further be required to obtain Comprehensive Automobile Liability coverage in an amount not less than one million dollars (\$1,000,000).

The above-referenced policies, except workers compensation, will name Operator, Atlantic Aviation FBO Inc., their parent companies, and all of their respective direct and indirect subsidiaries and affiliated companies under common control with Atlantic Aviation FBO Inc., the Airport and each of the foregoing's respective officers, directors, employees, agents, servants and contractors as "Additional Insureds." All policies will include a Waiver of Subrogation in favor of Additional Insureds and respond on a primary and non-contributory basis.

USE AND OCCUPANCY AGREEMENT

SCHEDULE 3

OFAC Reporting Questionnaire

All fields within this questionnaire require a response. If the question does not pertain to the entity, enter "N/A" in response.

ENTITY INFORMATION		
Full Legal Name <i>(as it appears on government issued document)</i> TRIBUS LLC / TRIBUS Aviation LLC	Tax identification number (TIN)* 27-4573075	Disregarded Entity? TIN of Parent Company
Physical address <i>(no P.O. Box or c/o)</i> 231 S. Barnston Ave, Suite 850, PMB 33454 St. Louis MO 63105		
Mailing Address <i>(if different from physical address)</i>		
Registered Address <i>(if different from physical address)</i>		
Country/State of Formation MO	Aircraft Tail Number 8415 47WT	Entity Type (Legal Type) <i>(e.g. Partnership, LLC, LP, Foreign Corporation, Fund, etc.)</i> LLC
Entity Type: Is Your Organization a 501(c)3 Nonprofit? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Countries of Operation <i>(List all countries in which the entity has operations/does business (e.g. offices, plants, facilities, etc.))</i> USA, Canada		
Primary Purpose of Business Software Development / Aircraft Leasing		Website TRIBUS.COM
Payee Name/Address <i>(if different from customer/vendor Legal Name)</i>		Explain why Payee is different:

*Provide the most updated W-8 or W-9 tax form for the entity.

MANAGEMENT		
Entity Contact Information		
Name Eric Stegemann	Telephone 312 957 8834	Email Eric.Stegemann@TRIBUS.com
Foreign Executives		
Identify whether the entity has any executives that are Non-U.S. persons.		<input type="checkbox"/>

USE AND OCCUPANCY AGREEMENT

SCHEDULE 3

OWNERSHIP				
Select One of the Following:				
The entity is a wholly owned subsidiary of a publicly traded company.	<input type="radio"/>	Provide information about the publicly traded parent organization		
		<table border="1"> <tr> <td>Full Legal Name</td> <td>Country of Formation</td> </tr> </table>	Full Legal Name	Country of Formation
	Full Legal Name	Country of Formation		
	Physical Address <i>(No P.O. Box or c/o)</i>			
The entity is a publicly traded company.	<input type="radio"/>	Provide information related to the exchange and ticker symbol		
		<table border="1"> <tr> <td>Exchange</td> <td>Ticker Symbol</td> </tr> </table>	Exchange	Ticker Symbol
Exchange	Ticker Symbol			
The entity is privately held.	<input checked="" type="radio"/>	Describe Beneficial Ownership below or attach an Organizational Chart.		
The entity is a U.S. Government Agency	<input type="radio"/>			

BENEFICIAL OWNERSHIP		
Please list all beneficial owners who own 25% or more of the Entity, either directly or indirectly through ownership of any other entity or entities.		
<u>Owner's Full Legal Name</u>	<u>Owner Country of Residence</u>	<u>Owner Country of Origin</u>
Eric Stegmann TRIBUS LLC	USA USA	USA USA



USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Contract No.	653581
Airport	Destin Executive Airport (DTS) For purposes of this Agreement, "Airport" means the airport, its governing body and/or any "lessor" under the Master Lease Agreement, as context may dictate.
Operator	Lynx FBO Destin, LLC dba Atlantic Aviation
Facility	Atlantic Aviation- Destin 1001 Airport Road Destin, FL 32541 "Facility" includes Operator's entire leasehold
User	Name: Gator Tracks LLC Address: 1001 Airport Road, Unit 16/107 Destin FL 32578 Contact: Les Rose Phone: 850.217.6580 Email: les.rose@titantechnologies.com
Aircraft	Make and Model: G150 Serial No.: Registration No.:N224GG [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Registered Owner of Aircraft	Name: Gator Tracks, LLC Address: 4008 Legendary Road; Suite 600 Phone: 8508978100 [If multiple aircraft/space, state "See Attachment A" and include Attachment A]
Space	Hangar Space: Hangar 4 Office Space: Shop Space: Cage Space: Aircraft Parking/ Tie Down: Other- See Attachment A
Purpose(s) for Use of Space	Aircraft Storage
Effective Date	June 1, 2023
Initial Term	One Year
Renewal Term	Automatic renewal as set forth in Section 3.1



USE AND OCCUPANCY AGREEMENT

SUMMARY OF TERMS

Space Use Fees	Hangar Space (monthly): \$7280.00 Office Space (monthly): Shop Space (monthly): Cage Space (monthly): Aircraft Parking/ Tie Down: Other: See Attachment A * all Space Use Fees are subject to adjustment as set forth in Section 2.3 **exclusive of all taxes and fees as set forth in Section 2.4
Minimum Annual Fuel Gallons	
Fuel Charges (price per gallon)	Fuel Charge* = <u>Posted Retail minus Fuel Incentive</u> Fuel Incentive: <u>\$1.75</u> <u>There shall be no Fuel ITP and no adjustment pursuant to Section 2.3.</u> *as further described in Sections 1.8 through 1.11; exclusive of all taxes and fees as set forth in Section 2.4
Ancillary Service Fees	All ancillary services, including GPU and lavatory and water service, will be provided to User at the then-current posted rates.
Security Deposit	NA (two months Space Use Fees)
Utilities, Trash Removal, and Janitorial Services	Hangar Space [Shop Space, if applicable]: Unless the entire hangar is licensed to User, Operator is responsible for electricity, heating, cooling and water in the Space. User is responsible for all other utilities, trash removal and janitorial services to the Space. If entire hangar is licensed to User, User is responsible for all utilities, trash removal and janitorial services. [Office Space: User is responsible for all utilities, trash removal and janitorial services.]
Additional Term	- This Agreement is subject to approval of the Airport. - User shall at all times maintain a valid Operating Agreement (or similar authority) issued by the Airport authorizing helicopter tours. Failure to maintain is grounds for termination under Section 3.2.

The Use and Occupancy Agreement (the "Agreement") consists collectively of this Summary of Terms, the Schedules and Attachments hereto, and the Terms and Conditions (located at <https://www.atlanticaviation.com/terms-uoa-t1> and incorporated by reference herein as if fully set forth herein).

Capitalized terms used but not defined in the Summary of Terms shall have the meaning ascribed to them in the Terms and Conditions.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized officers as of the date set forth below their signature.

USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS

OPERATOR


By:  _____

Printed Name: Josh Lewis

Title: GM

Date: 05/18/2023

USER

By:  _____

Printed Name: Les Rose

Title: Owner

Date: May 18, 2023



**USE AND OCCUPANCY AGREEMENT
SUMMARY OF TERMS**

ATTACHMENT A

AIRCRAFT (Registration Number, Make/Model and Manufacturer Serial Number)	REGISTERED OWNER	SPACE	SPACE USE FEE
Gulfstream G150 N224GG	Gator Tracks LLC	Hangar 4	\$7280.00

AMENDED AND RESTATED HANGAR SUB-LEASE AGREEMENT

THIS AMENDED AND RESTATED HANGAR SUB-LEASE AGREEMENT ("Agreement") is made and entered into as of September 1, 2021, between , Lynx FBO Destin, LLC, whose address is 1001 Airport Road, Destin, FL 32541 (hereinafter referred to as the "SUBLESSOR"), and Walter Hixson whose address is PO Box 2135, Lake Dallas, TX 75065 (AND ITS AFFILIATES AND SUBSIDIARIES) (hereinafter referred to as the "SUBLESSEE").

In consideration of the mutual covenants herein, and for other good and valuable consideration, the parties hereby agree to lease hangar space as follows:

1. **Lease of the Hangar and Other Rights:** Sublessor hereby leases exclusively to Sublessee that certain real property with improvements, including aircraft hangar located at the Sublessor's facility at the Destin Executive Airport in Destin, Florida (the "Airport") and as described in Exhibit A (hereinafter referred to as the "Hangar Space"), together with the nonexclusive right to use the public areas of the Airport, the nonexclusive right of ingress and egress over the ramps to access the Hangar Space, the nonexclusive right of ingress and egress between the Hangar Space and the entrances to the Airport, and the nonexclusive right of ingress and egress between the Hangar Space and the airfield and landing areas of the Airport. The Hangar Space shall be used and occupied solely for the following purposes: (a) the storage of aircraft ("Aircraft"), (b) maintenance of the Aircraft (provided, for the avoidance of any doubt, Sublessee may not engage in MRO services and may only maintain and repair Aircraft owned by Sublessee) (collectively, the "Permitted Uses"), and for no other purpose whatsoever.

2. **Term:** The Initial Term of this Agreement shall be for Six Months from the September 7, 2021 (the "Effective Date") and shall automatically renew on a month-to-month basis at the adjusted rent outlined in Section 3, unless either party provides at least sixty (60) days written notice of termination. Should Sublessee vacate the Hangar Space without providing the required sixty (60) day written notice of termination, Sublessee shall forfeit the Security Deposit outlined in and deposited pursuant to Section 4 below. Forfeiture of the Security Deposit will not prejudice, in any way, Sublessor's right to collect Base Rent, additional rent, and other monies due or payable by Sublessee under this Agreement.

3. **Rent:** The term "Rent" shall include all amounts due by Sublessee to Sublessor under this Agreement.

(a) During the Initial Term of this Agreement, Sublessee shall pay to Sublessor, in lawful money of the United States, \$68,400.00 annually, in equal monthly installments of \$5,700.00, payable in advance on or before the first day of each month without demand or setoff whatsoever, plus any applicable local, state, or federal taxes and fees, when due ("Base Rent"). On each anniversary of the Effective Date, Base Rent shall be increased by three (3%) percent. Adjustments shall be rounded up to the nearest whole cent.

(b) In addition to the monthly Base Rent for the Hangar Space, Sublessee shall pay to Sublessor as additional rent, payable in advance on or before the first day of each month, Sublessee's proportionate share of all Common Area Maintenance Expenses (as defined below) incurred in maintaining and operating the Common Areas (as defined below) of Sublessor's

facility. During the Term of this Agreement, Sublessee's proportionate share of all Common Area Maintenance Expenses is \$0.00 per month. As used herein, (i) the term "Common Area Maintenance Expenses" shall mean, for each calendar year (or portion thereof) during the Term of this Agreement, the aggregate of all costs, expenses and liabilities of every kind or nature paid or incurred by Sublessor (to the extent that Sublessor, in its good faith judgment, regards it as reasonably necessary or appropriate to provide the services and materials hereafter referred to and to pay and incur the costs, expenses and liabilities hereafter referred to) in connection with cleaning, removing debris from, maintaining, operating, managing, repairing and equipping the Common Areas, and (ii) the term "Common Areas" shall mean and include all areas, facilities and improvements provided from time to time for the general, common or joint use on a non-exclusive basis by Sublessor and the sublessees of the Sublessor's facility, including, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, access roads, ramps, loading docks, delivery areas, storm and sanitary sewer systems, signs, landscaped and vacant areas and lighting facilities, including all utilities serving the same, whether located within or outside of Sublessor's facility, except as may be otherwise designated by Sublessor for the exclusive use of any sublessee. The Common Areas shall be subject to the exclusive control and management of Sublessor and to such rules and regulations as Sublessor may from time to time adopt. Sublessee shall refrain from doing any act which interferes with Sublessor's exclusive control and management of the Common Area or with the use of Common Area by others.

(c) Upon execution of this Agreement, Sublessee shall provide Sublessor with a valid credit card number and all other information necessary to make charges on such credit card, which shall be maintained on file by Sublessor. Should Sublessee fail to pay any Base Rent, additional rent, or other amounts due under this Agreement within thirty (30) days after any such amount is due, Sublessee hereby acknowledges, agrees and authorizes Sublessor to charge any and all amounts due and owing to Sublessor from Sublessee against Sublessee's credit card on file. Sublessor shall have the right to charge Sublessee a three (3%) percent administrative fee ("Administrative Fee") for processing of payment with the use of a credit card. In the event that the credit card on file with Sublessor is terminated, either through natural expiration or otherwise, Sublessee shall be responsible for notifying Sublessor and providing a simultaneous replacement credit card to Sublessor.

(d) Should Sublessee fail to pay Base Rent, additional rent, or any and all other amounts due under this Agreement within five (5) days of the due date, any due and unpaid amount shall bear interest at the simple annual interest of ten (10%) percent per annum, both pre and post judgment, from the date such payment is due until it is paid in full.

ANY AND ALL AMOUNTS DUE BY SUBLESSEE TO SUBLESSOR UNDER THIS AGREEMENT SHALL BE DEEMED RENT.

4. **Security Deposit:** Sublessee shall deposit with Sublessor the sum of \$5700.00, equal to one (1) month's Base Rent, as security for the faithful performance and observance by Sublessee of the terms, provisions and conditions of this Agreement ("Security Deposit"). The Security Deposit shall be held by Sublessor without any interest credited to Sublessee's benefit, unless required by applicable state law, and may be co-mingled with other monies of Sublessor, unless prohibited by applicable state law. It is agreed that in the event Sublessee defaults in respect of any of the terms, provisions and conditions of this Agreement, including, but not limited to, the

payment of Base Rent and additional rent, Sublessor may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Sublessee is in default or for any sum which Sublessor may expend or may be required to expend by reason of Sublessee's default in respect of any of the terms, covenants and conditions of this Agreement, including, but not limited to, any damages or deficiency in the re-letting of the Hangar Space, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Sublessor. Sublessee shall be required to replenish any portion of the Security Deposit so used by Sublessor within fifteen (15) days after receipt of Sublessor's written demand for same. Should Sublessee fail to replenish the Security Deposit, Sublessee hereby acknowledges and agrees to allow Sublessor to charge Sublessee's credit card on file with Sublessor for the amount of the Security Deposit used by Sublessor. Upon Sublessee's full and faithful compliance with all terms, provisions, covenants and conditions of this Agreement, any portion of the Security Deposit not used or applied shall be returned to Sublessee without interest by mail within a reasonable time after the termination of this Agreement and after delivery of entire possession of the Hangar Space to Sublessor as required under this Agreement. The Security Deposit shall not be applied by Sublessee toward the last month's Base Rent. Sublessee shall not take possession of the Hangar Space until such time as Sublessor receives the Security Deposit.

5. **Maintenance, Utilities and Taxes:** Sublessee, at its sole expense, shall maintain the structural and mechanical components of the Hangar Space, including doors and door mechanisms and HVAC, the exterior of the Hangar Space, including the roof, supporting walls and windows, and the grounds, including the landscaping, in clean, safe and in good working condition and in compliance with all applicable laws, codes, rules, and regulations during the term of this Agreement, including any extensions thereof; provided that Sublessee shall not be required to maintain the Hangar Space and other property described above to the extent that the Authority (as defined below) is required or has primary responsibility to maintain such property as described in the Primary Lease (as defined below). Should Sublessee fail to perform any repair or maintenance for which it is responsible, Sublessor may, in addition to the other rights contained herein, perform such work and shall be reimbursed by Sublessee within ten (10) days after receipt of written demand therefor. These obligations shall include performance of reasonable preventive maintenance. Sublessee shall be responsible for maintaining the interior of the Hangar Space and any utilities, including service for gas, electricity, water, sewer and storm drainage costs, and all trash collection services for the Hangar Space. Sublessee shall pay for all utility service at the Hangar Space..

6. **Use of the Hangar Space:** The Hangar Space shall be used only for the Permitted Uses as defined in Section 1. Sublessee shall not in any manner sublease or sublicense Hangar Space to a third party without Sublessor's prior written consent, which may be withheld for any reason. Sublessee shall not create or cause any lien for work, labor, services, or material to be recorded against any portion of (or interest in) the Hangar Space. Sublessee shall be solely responsible for notifying all vendors and contractors of this provision. Any lien filed against any portion of (or interest in) the Hangar Space in violation of this provision shall be null and void and of no force or effect. Sublessee shall be solely responsible for the safe and proper conduct and demeanor of its employees, licensees, and invitees, and any and all others doing business with Sublessee in and around the Hangar Space, and Sublessee shall take all steps necessary to remove any person(s) whom Sublessor may for good and sufficient cause, which shall be deemed good and sufficient in

Sublessor's sole discretion, deem objectionable upon receipt of written demand for same from Sublessor. Sublessee shall keep the Hangar Space clean and free from waste, nuisance or debris at all times, shall not release any debris or trash into the Hangar Space, and shall be solely responsible and liable to repair any damage to the Hangar Space caused by Sublessee, normal wear and tear excepted. In utilizing the Hangar Space during the term of this Agreement, Sublessee agrees to and shall comply, and shall cause its employees, agents, licensees, and invitees (herein referred to as the "Sublessee's Representatives") to comply, with all applicable ordinances, rules, and regulations established by any Federal, State, or local government agency, by Sublessor, and by the Authority. Sublessee and Sublessee's Representatives shall conduct themselves with full regard for the rights, convenience and welfare of Sublessor and Sublessor's operations. Upon termination of this Agreement, by expiration or as otherwise provided in this Agreement (unless renewed or extended by the parties), Sublessee shall immediately surrender possession of the Hangar Space, and shall at its sole expense, remove the Aircraft and all other Sublessee property from the Hangar Space. Sublessee shall be solely liable for any and all damage to the Hangar Space, with normal "wear and tear" excepted, due to Sublessee's use and occupancy of the Hangar Space or Sublessee's improper or negligent behavior. Sublessee shall be solely responsible for obtaining all licenses and use approvals from the Authority and any other applicable governmental entity.

7. **Primary Lease:** Sublessee acknowledges that this Agreement is a sublease and that Sublessor has leased certain property, which includes the Hangar Space, from the governmental authority that owns the Airport (the "Authority"). This Agreement shall be subordinate to Sublessor's lease and any amendments thereto (herein referred to as the "Primary Lease"). Sublessee shall be bound by the terms and conditions of the Primary Lease and shall not do anything which will result in a default by Sublessor under the Primary Lease, and shall comply with all applicable provisions of the Primary Lease and all rules and regulations set forth by the Authority. If for any reason the term of the Primary Lease shall terminate prior to the expiration date of this Agreement, this Agreement shall thereupon be terminated and Sublessor shall not be liable to Sublessee by reason thereof. Sublessor warrants and covenants that it will comply with all obligations imposed upon Sublessor under the Primary Lease and pertaining to the Hangar Space so long as this Agreement remains in effect. In addition, (i) Sublessee agrees to comply with the requirements of the Minimum Standards and any Rules and Regulations of the Authority and (ii) Sublessee acknowledges and agrees that this Agreement remains subject to the review and approval of the Authority and in the event this Agreement is not approved by the Authority, this Agreement may be terminated by the Sublessor.

8. **Condition of Premises:** Sublessor hereby leases to Sublessee, and Sublessee hereby leases from Sublessor the Hangar Space in an "AS IS/WHERE IS" condition. BY SUBLESSEE'S EXECUTION OF THIS AGREEMENT, SUBLESSEE IS WAIVING ANY AND ALL CLAIMS ARISING FROM THE CONDITION OF THE HANGAR SPACE.

9. **Alterations:** Sublessee shall not make any structural alterations, structural additions or structural improvements to the exterior or interior of the Hangar Space, or to any other property of Sublessor, without prior written approval of the Sublessor, which may be withheld for any reason. Sublessee acknowledges that the plans and specifications for any alterations, additions and/or improvements of the Hangar Space may require Authority consent under the Primary Lease. Any and all alterations, additions and improvements approved by Sublessor to be made by Sublessee

to the Hangar Space shall, upon completion, be deemed fixtures and become Sublessor's sole and exclusive property, without compensation or payment to Sublessee whatsoever, and shall not be removed from the Hangar Space upon termination of this Agreement. Sublessee shall not erect any signs to the exterior or interior of the Hangar Space, or to any other property of Sublessor, without prior written approval of the Sublessor, which may be withheld for any reason. Any and all alterations, additions, improvements and/or signs shall be subject to compliance with the Primary Lease and all applicable laws and regulations. Should any governing authority demand removal of any alteration, addition, improvement or sign, said removal shall be at Sublessee's sole cost, expense and responsibility. Sublessee holds Sublessor harmless and indemnifies Sublessor from any liability as a result of any alteration, addition, improvement or sign made to or affixed to the Hangar Space.

10. **Insurance:** During the Term of this Agreement, Sublessee shall continuously maintain at its own expense the following insurance policies:

(a) All-Risk Hull Insurance (including war risk) on the Aircraft, both on the ground and in-flight, in an amount to cover the full replacement value of the Aircraft and any spare parts stored in or at the Hangar Space;

(b) All-Risk Personal Property Insurance coverage and Comprehensive General Liability Insurance coverage in an amount of not less than \$10,000,000 each occurrence, including continuing coverage for acts or omissions of Sublessee, and public liability and property damage, premises/completed operations, independent contractors, and personal injury or deaths of persons and guests, including passengers, occurring in or about the Hangar Space (or on the ground or in-flight), including a severability of interest provision and contractual liabilities provision;

(c) Aircraft Management, Fleet, and/or Managed Fleet Insurance in an amount to cover all managed aircraft, as applicable;

(d) Liability/Hangarkeeper's Insurance coverage in an amount of the full replacement value of the Hangar Space, as the value may exist from time to time, including damage and destruction by fire, earthquake, vandalism, and other perils. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Hangar Space;

(e) Automobile Liability Insurance coverage, including airside liability, owned and non-owned – minimum of \$1,000,000 per occurrence;

(f) Employer's Liability Insurance with minimum limits of \$1,000,000; and

(g) Worker's Compensation Insurance in statutory minimum amounts as prescribed by the State where the Hangar Space is located unless Sublessee is self-insured as allowed by applicable law or otherwise exempt.

All policies of insurance required hereunder shall: (i) include coverages for premises/operations, independent contractors, broad form contractual in support of the indemnity section of this Agreement, and personal injury liability; (ii) name Sublessor and the Authority as additional insured, excepting only the Worker's Compensation policy; (iii) waive any rights of subrogation

against Sublessor and the Authority and their respective directors, officers, agents, employees, and assigns; (iv) include a severability of interest provision; and (v) include thirty (30) day prior written notice to Sublessor and the Authority of any cancellation or modification of insurance coverage. Consistent with the indemnification provisions of this Agreement, Sublessee's insurance policies shall respond on a primary basis, with any insurance carried by Sublessor to be construed as secondary or excess insurance. Prior to commencement of this Agreement and occupancy, the Sublessee shall deliver to the Sublessor certificates or binders evidencing the existence of the insurance required herein and subsequently prior to the expiration of the succeeding certificate and at any time upon request by Sublessor.

11. **Casualty:** In the event the Hangar Space or the means of access thereof, shall be damaged by fire or any other cause or casualty, the rent payable hereunder shall not abate provided that the Hangar Space is not rendered untenable by such damage or access to the Hangar Space is not materially and adversely affected by such damage. If the Hangar Space is rendered untenable or the Hangar Space is materially or adversely affected and the Sublessor elects to repair the Hangar Space, rent shall abate for the period during which such repairs are being made, provided the damage was not caused by the negligent or willful acts or omissions of Sublessee, its directors, Sublessee's Representatives, agents, employees, and assigns, in which case the rent shall not abate and repair shall be the sole responsibility of Sublessee. If the Hangar Space is rendered untenable, and work to repair the damage has not begun ninety (90) days after occurrence, or if begun, is not complete within six (6) months after the occurrence, or Sublessor elects not to repair the Hangar Space, then in that event this Agreement shall terminate. The Hangar Space shall be deemed "untenable" if Sublessor, in its sole discretion, determines that the casualty materially interferes with Sublessee's ability to continue its business operations in substantially the same manner and space.

12. **Indemnification:** Sublessee shall indemnify, defend, save, and hold harmless Sublessor, the Authority, and their respective affiliates, directors, officers, servants, agents, and employees thereof, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs, and expenses of any nature or description whatsoever for any loss of, damage to, or destruction of any property or any injury to or death of any person or any adverse environmental condition arising from Sublessee's negligence, its failure to comply with this Agreement or its use, operation, repair, or maintenance of the Hangar Space. Sublessee shall be solely responsible for notifying all vendors, invitees, and third parties that Sublessor has disclaimed certain liabilities hereunder and that Sublessee shall be solely liable to same for any such damages.

13. **WAIVER OF CONSEQUENTIAL DAMAGES:** NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL SUBLESSOR BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS, LOSS OF USE OR DIMINUTION OF VALUE OF AIRCRAFT, OR OTHER DAMAGE RELATED TO THE USE, OPERATION, OR LEASING OF THE HANGAR SPACE OR SERVICES PROVIDED BY SUBLESSOR UNDER THIS AGREEMENT.

14. **Force Majeure:** Neither party shall be liable to the other party for any loss, injury, damage, or delay of any nature whatsoever caused by any Act of God, fire, flood, accident, strike, labor dispute, riot, insurrection or war, invasion, acts of foreign enemies, acts of terrorism (whether or not war be declared), hi-jacking, war-like actions, civil war, revolution, rebellion, martial law, military or usurped power or attempts at usurpation of power, an attempted or actual: capture, seizure, arrest, restraint, detention, requisition or the taking of property by any government, governmental authority or agent (whether or secret or otherwise) or by any military, naval, or attempt to usurp power, whether in time of war or peace and whether it's lawful or unlawful; provided, however, that the time for performance shall be extended only for a period equivalent to the period of such delay.

15. **Default:** Sublessee shall be in default under this Agreement if: (a) Sublessee breaches any term or condition of this Agreement and, with respect to a failure to pay Base rent, additional rent or any other monetary obligation hereunder when due, Sublessee fails to cure such breach within a period of ten (10) days following written notice from Sublessor to Sublessee; or with respect to any other breach, Sublessee fails to cure such breach within a period of thirty (30) days following written notice from Sublessor to Sublessee; (b) a petition is filed by or against Sublessee under any applicable bankruptcy or insolvency laws (including a petition for reorganization or any arrangement) and such petition remains undismissed for a period of thirty (30) days or more after filing; or (c) Sublessee assigns its property for the benefit of creditors. In the event of any default of this Agreement by Sublessee, Sublessor shall, at its option after Sublessee has failed to cure within the cure period, have the right to (i) cure any such breach (including, without limitation, causing any required maintenance or repairs to be made or releasing any lien), and Sublessee shall immediately reimburse Sublessor for any and all of Sublessor's costs and expenses therein, and/or (ii) terminate this Agreement and the applicable Term hereof, as well as all of the right, title and interest of the Sublessee hereunder, by giving Sublessee five (5) days' written notice of termination of this Agreement ("Notice of Termination"), and upon the expiration of the time stated in the Notice of Termination (the "Termination Date"), this Agreement and the applicable term hereof, as well as all of the right, title and interest of Sublessee hereunder, shall wholly cease and expire in the same manner and with the same force and effect (except as to Sublessee's continued liability), as if the Termination Date was the expiration of the Agreement Term; and Sublessee shall immediately quit and surrender to Sublessor the Hangar Space and each and every part thereof, and Sublessor may remove the Aircraft and any other property of Sublessee from the Hangar Space using such force as may be reasonable, necessary and legally proper, without liability for such removal. Exercise by Sublessor of either or both of the rights specified above shall not prejudice Sublessor's right to pursue any other right or remedy available to Sublessor at law or in equity. In the event Sublessee is in default for a non-payment issue beyond the applicable cure period, Sublessor shall have, in addition to all other rights provided herein, the ability to notify any of Sublessee's clients to begin making payments directly to Sublessor. The notices above established shall substitute for any "statutory" demands or notices as would otherwise be required prior to institution of summary proceedings for removal of Sublessee or plenary collection actions in the event Base Rent, additional rent, or any other monetary obligations are not paid as and when due.

In the event of a cancellation or termination of this Agreement, either by operation of law, by issuance of a Judgment of Eviction, or similar adjudication granting Sublessor lawful right to repossess the Hangar Space (for non-payment of Base Rent or any other default hereunder), by the

service of a Notice of Termination to Sublessee, by Sublessee's abandonment, or otherwise, for any cause or causes whatsoever, Sublessee shall nevertheless, remain and continue to be liable to Sublessor for all Base Rent and additional rent for the balance of the applicable Term then in effect, be it the Initial Term or otherwise, and same shall automatically accelerate and become due and payable upon cancellation or termination of this Agreement for any cause or causes whatsoever. Any entry or re-entry, repossession or acceptance of possession by Sublessor, whether taken under summary proceedings or otherwise, shall not absolve or discharge Sublessee from liability hereunder.

In the event of a cancellation or termination of this Agreement, Sublessor may re-enter the Hangar Space, using such force for that purpose as may be legal in the circumstances without being liable to any prosecution for said re-entry or the use of such force, and Sublessor may repair and restore the Hangar Space in such manner as may be deemed necessary or advisable and/or re-let the Hangar Space or any or all parts thereof for the whole or any part of the remainder of the Initial Term or Term in Sublessor's name, or as the agent of Sublessee, and may grant concessions or free rent or charge a higher rental than that in this Agreement. From any rent so collected or received, Sublessor shall first pay to itself the expenses and costs, including reasonable attorneys' fees, of enforcing this Agreement, retaking, repossessing and repairing and/or restoring the Hangar Space and the expenses (including reasonable attorneys' fees, marshal's fees and moving expenses) of removing all persons and property therefrom, and any costs, including brokerage commissions, and reasonable attorneys' fees, of reletting (without obligation to do so); and second, pay itself any balance remaining on account of the liability of Sublessee for any Base Rent or additional rent then unpaid by Sublessee. Any entry or re-entry, repossession or acceptance of possession by Sublessor, whether taken under summary proceedings or otherwise, shall not absolve Sublessee from liability hereunder. Should any rent so collected by Sublessor be insufficient to fully pay to Sublessor any and all Base Rent or additional rent due hereunder, the balance or deficiency of such rent shall be paid by Sublessee.

16. **Habitual Default:** Notwithstanding the foregoing, in the event that the Sublessee has defaulted in the performance of or breached any of the terms, covenants, and conditions required herein to be kept and performed by Sublessee of the same type and kind two or more times within a twelve (12) month period, in the sole discretion of Sublessor and regardless of whether the Sublessee has cured each such individual condition of breach or default as provided in this Agreement above, the Sublessee may be deemed by the Sublessor to be a "Habitual Defaulter." At the time that such determination is made, Sublessor shall issue to Sublessee a written notice advising of such determination and citing the circumstances therefor and, in Sublessor's sole discretion, Sublessor may terminate this Agreement as set forth in the "Default" Paragraph above.

17. **Inspection:** Sublessor and its officers, agents, and representatives reserve the right to enter the Hangar Space, without liability to Sublessee, for routine inspections, including, but not limited to, any and all local and/or federal governmental inspections, fire marshal inspections and/or building code inspections, and/or for other purposes relating to the maintenance of the building in which the Hangar Space is located at reasonable hours upon one (1) business day's advance written notice to Sublessee; or at any time, without such notice, in the event of any emergency or potentially hazardous conditions that may arise. Further, during the last ninety (90) days of the term of this Agreement, including any extensions, Sublessor and its officers, agents, or representatives shall have the right to enter the Hangar Space at reasonable hours upon one (1)

business day's advance written notice to show the Hangar Space to prospective tenants, lenders, or purchasers.

18. **Governing Law:** This Agreement shall be construed in accordance with the laws of the state in which the Hangar Space is located, exclusive of its conflicts of law rules.

19. **Relationship of Parties:** The relationship between Sublessor and Sublessee shall always and only be that of landlord and tenant. Sublessee shall never at any time during the term of this Agreement, become the agent or partner of the Sublessor, and Sublessor shall not be responsible for the acts or omissions of Sublessee and Sublessee's Representatives.

20. **Remedies Cumulative:** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive, and shall be in addition to all other rights and remedies available to either party in law or equity, except as otherwise expressly limited herein.

21. **Notices:** Any notice, approval or other communication which may be required or permitted to be given or delivered hereunder shall be in writing and shall be deemed to have been given, delivered and received (i) as of the date when the notice is personally delivered or (ii) if mailed, in the United States Mail, certified, return receipt requested, as of the date which is the date of the post mark on such notice or (iii) if delivered by courier or express mail service, telegram or mailgram where the carrier provides or retains evidence of the date of delivery, as of the date of such delivery at the addresses for each party set forth below. Mail which is refused shall be deemed delivered for all purposes under this Lease.

As to Sublessor:

General Manager
1001 Airport Road
Destin, FL 32541

As to Sublessee:

Walter Hixson
PO Box 2135
Lake Dallas, TX 75065
850.225.1478

Registered Agent Name/Address if Different than Sublessee:

22. **Integration:** This Agreement represents the entire agreement between the parties, and as of the Effective Date supersedes all prior independent agreements between the parties related to the leasing of the Hangar Space (including the Hangar Sub-Lease Agreement entered into between the parties). Any change or modification must be in writing and signed by both parties.

23. **No Waiver:** No waiver of any breach of any covenant or condition of this Agreement shall be construed or operate as a waiver of subsequent or prior adherence to or performance of the covenant and/or condition of this Agreement or any future or continuing breach thereof. The failure of either party to enforce any covenant or other provision of this Agreement shall not constitute a waiver of the right to do so thereafter, nor shall the same give rise to any cause of action or defense on the part of the Sublessee.
24. **Assignment and Subletting:** Sublessee shall have no right to sublease any part of the Hangar Space to a third party. There shall be no assignment of this Agreement or the rights thereunder by Sublessee without the prior written consent of Sublessor, which consent may be withheld or conditioned in Sublessor's sole business discretion.
25. **Subordination:** This Agreement is subject and subordinate to the lien of all and any mortgages by Sublessor (which "mortgages" shall include both construction and permanent financing and shall include deeds of trust and similar security instruments) which may now or hereafter encumber the Hangar Space, and to all renewals or modifications thereof. If any proceedings are initiated for the foreclosure of, or the exercise for the power of sale under any mortgages or in any deed in lieu of foreclosure is exercised, covering the Hangar Space, Sublessee shall attorn to and recognize such mortgages as the Sublessor under this Agreement.
26. **Severability:** If a provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the parties at this Agreement, the entire agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
27. **Authority's Consent:** Sublessee acknowledges that this Agreement may be submitted to the Authority for approval. Sublessee shall promptly deliver to Sublessor any information reasonably requested by Authority (in connection with Authority's approval of this Agreement) with respect to the nature and operation of Sublessee's business and/or the financial condition of Sublessee. Sublessor and Sublessee hereby agree, for the benefit of the Authority, that this Agreement and any Authority consent hereto shall not: (a) be deemed to have amended the Primary Lease in any regard (unless Authority shall have expressly agreed in writing to such amendment); or (b) be construed as a waiver of Authority's right to consent to any assignment of the Primary Lease by Sublessor or any further subletting of premises leased pursuant to the Primary Lease, or as a waiver of Authority's right to consent to any assignment by Sublessee of this Agreement or any sub-subletting of the Hangar Space or any part thereof.
28. **Exclusive Fuel:** During the term of this Agreement, Sublessee agrees to purchase all of Sublessee's fuel and fueling services at the Airport only from Sublessor on the terms set forth in Exhibit A.
29. **Attorneys' Fees and Costs:** In the event of any litigation or other contested action filed between the parties which is under or related in any way to this Agreement, the prevailing party shall be entitled to reasonable attorneys', paralegals' and paraprofessionals' fees and costs incurred at all trial and appellate levels, including, but not limited to, pre-trial, trial, appeal and/or bankruptcy.

30. **WAIVER OF JURY TRIAL:** SUBLESSOR AND SUBLESSEE, FOR THEMSELVES, THEIR SUBTENANT, LEGAL REPRESENTATIVES, SUCCESSORS IN INTEREST BY OPERATION OF LAW OR OTHERWISE, AND THEIR ASSIGNS, WAIVE A TRIAL BY JURY OF ANY AND ALL ISSUES ARISING IN ANY ACTION OR PROCEEDING BETWEEN ANY OF THE FOREGOING, UPON, UNDER OR CONNECTED WITH THIS AGREEMENT OR ANY OF ITS PROVISIONS, OR THE HANGAR SPACE, DIRECTLY OR INDIRECTLY, OR ANY AND ALL NEGOTIATIONS IN CONNECTION THEREWITH OR IN REGARD TO THE USE AND OCCUPANCY OF THE HANGAR SPACE.

[Signatures on Following Page]

In witness whereof, the parties have duly executed this Agreement as of the day and year set forth above.

SUBLESSOR:

By: Josh Lewis

Title: General Manager

Signature: _____

Date: 9/7/21

SUBLESSEE:

By: _____

Title: _____

Signature: _____

Date: 8 Sept. 2021

EXHIBIT "A"

Property Plat/Description

Hangar Two (2) – North Ramp

Fuel

Fuel provided at Lynx FBO Destin, LLC fully burden cost plus \$1.50 per gallon for Jet A and Retail minus \$1.00 for Avgas. On each anniversary of the Effective Date, Fuel Price shall be increased by three (3%) percent. Adjustments shall be rounded up to the nearest whole cent.