

HANGAR SERVICES AGREEMENT

This Hangar Services Agreement (the "Agreement") Effective as of this 1st day of April, 2019 (the "Effective Date") by and between FLYTE AERO, LLC, a Texas Limited Liability Company, with its offices at: [REDACTED] Addison, Texas 75001, Email address: [REDACTED] and Telephone number: [REDACTED] (hereafter: "Company"), and EE REALTY, INC., a Texas Company, with mailing address: [REDACTED] Addison, Texas, 75001, represented by Earl Fonville with Telephone Number: [REDACTED] and Email address: [REDACTED] (hereafter: "Customer") which parties are also sometimes referred to herein individually or collectively as a "Party" or the "Parties".

WHEREAS, Customer is the legal and registered Customer of the hangar located at the Addison Airport with address: [REDACTED] Addison, TX 75001 (hereafter: "Hangar").

WHEREAS, Customer wishes to have the Hangar serviced by Company to provide its services outlined in Section 2 below ("Services") in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, Company and Customer hereby agree as follows:

Engagement of Company. Customer hereby engages Company during the Term, to provide Services. Customer will make the Hangar available for Company's personnel to perform the services and will provide enough notice when unschedule services are required.

General Description of Hangar Services. Company will provide the Services outlined in Exhibit A attached to this agreement. Customer agrees to pay the Services Fee outlined in Exhibit A on the first of the month for each month is agreement remains in effect.

Insurance. Customer shall have in force bodily injury and property damage liability insurance covering with respect to its Hangar premises and all aircraft inside or around the Hangar or Hangar's ramp. Customer shall cause its insurer to name Company, its affiliates, successors and assigns and their respective officers, directors, members, Companies, employees, agents and representatives and any lending institution used by Customer to provide Services as additional insureds (the "Additional Insureds") on such liability insurance policy. Customer shall have in force a policy of all risk physical damage (hull) insurance, affording coverage for the Hangar and Aircraft while both in flight and not in flight. Such policy shall include a waiver of subrogation against the Additional Insureds for damages sustained while this Agreement is in effect regardless of when claims relating thereto are made. Such insurance shall provide that all losses shall be payable to Customer or to any lending institution used by Customer to finance the purchase or repair of the Hangar or Aircraft, as applicable, as loss payee, such insurance shall be primary.

Term. This Agreement will remain in full force and effect for a period of One (1) year from the Effective date of this Agreement. ("Term"). Following the expiration of the Term, neither party will have any obligations under this Agreement. In the event the parties wish to extend the Term, any such extension must be evidenced via a written addendum to this Agreement signed by both parties. This Agreement may be terminated by either party with a prior written notice of Thirty (30) days. All outstanding balances due to Company by Customer must be paid in full within those thirty (30) days

of notice.

Confidentiality. The parties acknowledge and agree, that in connection with this Agreement, Company may provide or allow access to Customer to data and information that has not been publicly disclosed and is not a matter of common knowledge and that Company considers to be confidential. Such data and information may include market analysis and data for the Aircraft, information or any other non-public information that Company shares with Customer ("Company's Information"). Customer acknowledges and agrees that some or all of the property that constitutes Company's Information may not be a trade secret or qualify for protection under copyright or patent law, but the parties nevertheless acknowledge the property rights of Company in the Company's Information. Customer shall not, and each of its affiliates, including the agents, partners, directors and officers thereof shall not, without prior written consent of Company, at any time, in any fashion, form or manner, either intentionally or otherwise, directly or indirectly, divulge, disclose or communicate any of the Company's Information to any third person, partnership, joint venture, company, corporation, entity or other organization or use the information other than in connection with this Agreement.

Assignment. Neither Party shall not have the right to assign its rights under this Agreement, expressly or by operation of law. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the parties hereto.

Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of the remainder of this Agreement or any other provision hereof.

Modifications Waiver. No oral modifications shall be effective, and no delay or failure on the part of either party to insist on compliance with any provision hereof shall constitute a waiver of such party's right to enforce such provision.

Integration. This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

Attorneys' Fees. In the event litigation shall be instituted to enforce any provision of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such party may be legally entitled.

[Signature page to follow on Page 3]

**Exhibit A
General Description of Hangar Services**

Monthly Fee: \$1,950.00

- **Detailed Exterior Wash – Once a Month**
Tow to Flyte wash bay to wash and wax aircraft. Clean all exterior surfaces with FAA approved detergents, hand dry with microfiber cloth, apply an FAA approved wax to appropriate surfaces, do a visual inspection of the tail section and report back to pilot any unknown discrepancies.
- **Dry Wash – Upon every arrival**
On site, apply an approved wash/wax solution on applicable exterior surfaces and wipe clean with microfiber cloth. Remove all debris from leading edges as required. Clean windows with a non-ammonia FAA approved solution.
- **Interior Detail/Vacuum – Upon every arrival**
Clean/disinfect all surfaces with a mild detergent. Condition leather surfaces with an FAA approved solution using a microfiber cloth. Clean windows with a non-ammonia FAA approved solution. Vacuum carpet. Empty trash. Clean glassware. Detail flight deck controls when requested.
- **Ground Power Unit – Available upon departure and arrival**
Provided as requested to assist in engine starts or pre/post flight activities.
- **Air Condition Unit – As requested**
Provided as requested to assist in pre-flight cabin comfort. 110V 20 amp requirement
- **Guest Vehicle Wash – Prior to arrival**
Wash, hand dry, and vacuum passenger's vehicle that participates with planeside valet.
- **Aircraft Positioning – Upon arrival and departure**
With a minimum of two trained ground crew, the aircraft will be towed into position prior to flight and parked back in the hangar upon deplaning. For inclement weather, Flyte is happy to load aircraft in the hangar, then tow into position to start the aircraft. (airline style)
- **Lavatory Service – As requested**
When requested, empty lavatory waste, dispose of waste properly, and sanitize components.
- **Planeside Valet – Upon arrival and departure**
Guide each vehicle planeside to load and unload passengers/luggage. Park vehicle inside hangar and identify each key with each vehicle, showing the proposed return date. Keys stay with vehicle.
- **Hangar Keepers – Once a week or as needed**
Monitor and maintain the hangar premise. Keep floors clean of FOD, environmental particles by use of floor scrubber and dry mop, empty hangar trash, and maintain ramp landscape.
- **Commissary – Upon arrival of each flight**
Maintain limited stock of soda, water, and temperature tolerant snacks. This does not include alcohol or catering. Ice to be provided prior to each flight.



Abe Lawrence

Earl Fonville

5/10/2019