

AIRCRAFT SERVICES AGREEMENT

N534FF

This Aircraft Services Agreement dated as of the 1st day of March, 2019 (this "Agreement") between S&H Aircraft, a Texas company, with an address of [REDACTED] Fort Worth, Texas 76179 ("S&H") and EE Realty, Inc., a Texas corporation with an address [REDACTED] Addison, Texas 75001 ("Operator").

WHEREAS, Operator leases from the owner one 2017 Beechcraft King Air 350i aircraft, Serial Number FL-1091, Registration Number N534FF, together with the engines and all parts and items of equipment and components attached thereto, as more particularly described in Attachment 2 hereto (collectively, the "Aircraft"); and

WHEREAS, Operator has requested that S&H provide certain services to Operator associated with the operation of the Aircraft, and S&H has agreed to provide those services for Operator pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties hereto agree as follows:

SPECIFIC TERMS SCHEDULE

I. Standard Terms and Conditions

1.1 Attached hereto as Attachment 1 is the Standard Terms and Conditions. The Standard Terms and Conditions are incorporated by reference in this Agreement as if set forth fully herein.

1.2 To the extent that a defined term is not defined herein, refer to the definition in the Standard Terms and Conditions.

1.3 The Standard Terms and Conditions may be amended only by means of a separate addendum signed by both Parties and attached to the Standard Terms and Conditions.

II. Obligations of S&H

2.1 During the term of this Agreement, S&H shall have the following responsibilities for the operation, maintenance, and hangar storage, if required, of the Aircraft including, in particular, but without limiting the generality of the foregoing:

- a. S&H shall administer the Aircraft, obtain and supervise pilots and other crew required to conduct all operations (consistent with Operator's operational control over the Aircraft), perform or otherwise obtain and supervise all required maintenance, process all service and warranty claims, file all required reports and arrange for and obtain all required Aircraft licenses and permits.
- b. S&H shall not permit use of the Aircraft by any person or entity other than Operator.
- c. The Aircraft shall be based and kept in a hangar at [REDACTED] Addison, TX 75001 or such other location as is mutually agreed upon.
- d. Each flight crew flying the Aircraft (to be selected in Operator's sole discretion) shall be fully trained and qualified in the Aircraft, shall meet all requirements imposed by all applicable laws, rules, regulations and orders of any governmental entity or agency, including without limitation the FAA, and any insurance carrier, and shall conduct all flight operations with the degree of skill customarily required in the industry for similar operations. All expenses for the recruitment and/or replacement of crewmembers shall be the responsibility of the Operator.
- e. With respect to maintenance, S&H shall ensure regulatory compliance, safe operations, coordinate scheduled maintenance events, monitor quality control, and verify cost effective

maintenance operations. S&H will invoice separately for event specific labor arising from direct supervision of inspections or facilitating non-scheduled maintenance. S&H shall maintain the Aircraft so that the Aircraft may be operated pursuant to Part 91 of the FARs and shall keep the cosmetic appearance of the Aircraft in good condition, ordinary wear and tear excepted. All maintenance shall be performed by competent and properly licensed personnel in accordance with the maintenance requirements established by the FAA and any manufacturer approved maintenance program. To the extent that the Aircraft is maintenance service program or aftermarket warranty program, S&H will maintain the enrollment as applicable per Operator's request. With respect to all recommended but non-mandatory maintenance including manufacturer's recommended service bulletins, S&H shall, when appropriate, make appropriate recommendations to Operator with respect to the advisability of undertaking such maintenance items and shall, at Operator's cost, perform or otherwise undertake such maintenance if directed by Operator to do so.

- f. S&H shall maintain all Aircraft records, including, without limitation, all logbooks, flight manuals, and repair, inspection, modification and overhaul records applicable to the Aircraft in accordance with the requirements of the FAA, manufacturers and maintenance service plan providers. Unless otherwise required to do so by law or court order, S&H shall not release any Aircraft records to third parties without the prior written consent of Operator.
- g. S&H shall perform its obligations hereunder in a manner which will ensure that no third-party lien, interest or other encumbrance will exist against the Aircraft. Should any action by S&H result in any such third-party lien, interest or other encumbrance, S&H, at its sole cost and expense, shall immediately take such actions necessary to remove such lien, interest or other encumbrance.
- h. S&H shall maintain accurate books and records with respect to the cost of performing its obligations hereunder and shall produce the same in a reasonable period of time upon request of Operator.
- i. S&H shall permit Operator to inspect the Aircraft upon reasonable notice and during normal business hours, it being understood that Operator shall have no obligation to carry out any such inspections and should such inspections occur, they shall not in any way affect or limit the obligations of S&H under this Agreement.
- j. For avoidance of doubt, the Aircraft shall not be operated by S&H for any purposes under FAR Part 135. The Aircraft is to be operated solely by Operator pursuant to FAR Part 91.

III. Obligations of Operator

3.1 During the term of this Agreement, Operator covenants and agrees to, and/or acknowledges that:

- a. Operator will have operational control of the Aircraft at all times during the term of this Agreement. For the avoidance of doubt, Operator will have operational control of the Aircraft during all flights, which will be conducted under FAR Part 91 and, as such, Operator will be responsible for the safe operation of the Aircraft to the extent required of Operator pursuant to FAR Part 91, and for complying with all applicable laws and regulations relating to flights under FAR Part 91, including exclusive authority over initiating, conducting, and terminating any flight. Any Crewmember (as defined in Part 1.1 of the FARs) flying any such Part 91 flight shall be under the exclusive command and control of Operator. Operator shall have the right to approve all flight crew members and can revoke its approval at any time upon notice to S&H. All flight crews operating flights on behalf of Operator hereunder shall be agents of Operator.
- b. Operator expressly acknowledges that Operator is responsible for all expenses related to the Aircraft and the operation of the Aircraft, including but not limited to the following:

- (i) Flight crew (at a rate of \$800 per day for captain-qualified crew and \$600 per day for co-pilot-qualified crew), flight crew training (initial, re-current or otherwise), which may include flight time estimated at one (1) hour per pilot per year, and crew per diem while performing duties in conjunction with Operator's Aircraft;
- (ii) Hangar rent, flight planning and/or international permitting fees, and coordination of ground travel;
- (iii) Airframe & avionics maintenance (including labor and parts,) engine maintenance, engine reserves or other such engine, airframe, or avionics program costs, and computerized maintenance tracking program subscriptions; and
- (iv) Landing, parking, and ramp fees, crew transportation, transient hangar, de-icing, flight related trip expenses, chart subscriptions, avionics database subscriptions, fuel research program subscriptions, catering expenses, fuel, cleaning, and stocking.

On a monthly basis, generally by the 15th of each month, S&H will submit to Operator an itemized invoice, in reasonable detail, for the costs actually incurred by S&H pursuant to this Agreement during the preceding month (to the extent not previously invoiced). Such invoice shall be due and payable within thirty (30) days of receipt. Payments shall be made by wire transfer or ACH of immediately available funds to such account as S&H shall specify in writing.

- c. In addition to the expenses set forth in subparagraph (b) of this Section, Operator shall pay to S&H a services fee of \$3,500 per month for the services rendered hereunder.
- d. For maintenance or repair work that may reasonably exceed \$10,000, S&H will obtain Operator's advance written approval (which shall, to the extent practical, be given in writing) of such expenses and may require from Operator a pre-payment or immediate payment for the estimated amount for work scope prior to the initiation of or at the conclusion of work. Notwithstanding any of the provisions of this Agreement to the contrary, the cost of compliance with any airworthiness or similar directive or regulation issued by the FAA or other governmental agency and the cost of complying with any mandatory or recommended service bulletins or letters, to the extent S&H has not been reimbursed for such items from the manufacturer or other appropriate party, shall be borne by Operator. S&H agrees to use its best efforts to seek reimbursement for such costs from the manufacturer or other appropriate party.
- e. Notwithstanding anything to the contrary herein, Operator shall not be invoiced for more than \$25,000 per month for crew services, excluding all expenses.
- f. Operator agrees to obtain and maintain, or cause to be obtained and maintained, ground and flight hull insurance on the Aircraft for the actual value thereof. Operator also agrees to obtain and maintain, or cause to be obtained and maintained, aircraft comprehensive liability insurance. Operator shall obtain and maintain, or cause to be obtained and maintained, such insurance at its own cost and expense. Operator shall also name S&H and Howard Cassidy as additional insureds under such policies; and any additional costs of same shall be the responsibility of S&H. Operator agrees to furnish a copy of the applicable insurance policy to S&H upon reasonable request.

IV. Term of Agreement

4.1 The term of this Agreement shall commence on the date hereof and, unless earlier terminated in accordance herewith, shall continue for 365 days (such 365-day period, the "Initial Term"). Thereafter, unless terminated in accordance herewith, this Agreement shall be automatically extended for successive one (1) year terms (such automatically renewed terms being an "Extended Term(s)").

V. Termination of Agreement

5.1 This Agreement may be terminated as follows:

- a. Immediately upon written notice by the non-defaulting Party to the defaulting Party upon the occurrence of an Event of Default (as defined in Section 8);
- b. Upon thirty (30) days' written notice by one Party to the other Party;
- c. At any time, pursuant to the mutual, written agreement of the parties hereto; or
- d. Upon the proper reconciliation of accounts between S&H and Operator in conjunction with the sale of the Aircraft.

VI. Indemnity

6.1 To the extent permitted by applicable law, S&H agrees to indemnify, hold harmless and defend Operator (with counsel of Operator's choosing), its officers, directors, employees, agents and representatives from all losses, liabilities, damages, claims and expenses (including but not limited to reasonable attorneys' fees) imposed upon, asserted against or incurred by Operator, except to the extent of amounts collected by Operator under any insurance policies relating to the Aircraft, which arise from or are in any way related to: (i) any breach or default by S&H in the performance of any term, covenant, condition, obligation, or agreement to be performed or met by S&H pursuant to this Agreement, (ii) any act of gross negligence or willful misconduct by S&H or any of its agents, contractors, servants, employees or licensees or (iii) the operation of the Aircraft by anyone employed by or under the direction and control of S&H, including, but not limited to all losses, costs, damages and expenses arising out of or from any accident or other occurrence causing injury or death to any person whomsoever, including, but not limited to employees of S&H or Operator, or damage to any property not belonging to S&H.

6.2 Notwithstanding anything to the contrary contained in this Agreement, and to the extent permitted by applicable law, nothing in this agreement shall be construed to require S&H to indemnify Operator or any other person from Operator's or that person's own negligence.

6.3 Nothing herein shall be construed to be inconsistent with Operator's operational control obligations under Part 91. To the extent that any provision of this Section is deemed to be inconsistent with Operator's operational control obligations, then such provision will be deemed reformed, modified, altered, or rescinded to the extent necessary to ensure that Operator satisfies its operational control requirements under FAR Part 91.

VII. Aircraft Scheduling

7.1 Operator will advise S&H as soon as practicable for each desired use of the Aircraft and provide necessary information regarding departure, times, destinations, passengers, extent of luggage, and other reasonable/relevant information. To the extent that Operator provides 24 hours' advanced notice to S&H regarding desired use of the Aircraft, S&H shall ensure that the Aircraft is fully operational for such trip, and that the Aircraft and flight crew are ready for departure at least one (1) hour prior to such scheduled departure time. If Operator provides less than 24 hours' notice of its desire to use the Aircraft, S&H shall nonetheless use best efforts to complete the requested flight.

7.2 To the extent practicable, S&H will consider Operator's scheduled use of the Aircraft when scheduling maintenance for the Aircraft and use best efforts to avoid impacting Operator's use of the Aircraft.

7.3 Operator may select any destination to which the Aircraft and crew are permitted to fly pursuant to applicable law and applicable insurance provisions.

VIII. Defaults and Remedies

8.1 Each of the following events shall constitute an "Event of Default" (whether any such event shall be voluntary or involuntary or come about or be effected by operation of law or pursuant to or in compliance with any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body) and each such Event of Default shall continue so long as, but only as long as, it shall not have been remedied:

- a. Operator or S&H shall have failed to make any payment hereunder after such payment shall have become due and such failure shall continue for five (5) Business Days after written notice by S&H or Operator, as the case may be;
- b. S&H or Operator, as applicable, shall fail to procure and maintain (or cause to be procured and maintained) insurance required to be maintained pursuant to this Agreement;
- c. S&H or Operator, as the case may be, admits insolvency or bankruptcy or their inability to pay their debts as they mature, makes an assignment for the benefit of creditors or applies for or consents to the appoint of a custodian, trustee or receiver for S&H or Operator, or for the major part of their property or commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.
- d. A proceeding shall have been instituted in a court having jurisdiction in the premises, seeking a decree or order (i) for relief in respect of S&H or Operator in an involuntary case under any applicable bankruptcy, reorganization, insolvency or other similar law now or hereafter in effect or (ii) for the appointment of a custodian, receiver, trustee or similar official of S&H or of the property of S&H or of Operator or of the property of Operator, or (iii) for the winding up or liquidation of the affairs of S&H or Operator, and either (I) any such proceeding shall remain undismitted or unstayed and in effect for a period of sixty (60) consecutive days or (II) such court shall enter a decree or order granting the relief sought in such proceeding or S&H or Operator shall consent to such entry.
- e. Either S&H or Operator shall have failed to perform or observe, or caused to be performed and observed, any other term or condition to be performed or observed by it under this Agreement, and such failure shall continue remedied for a period of ten (10) days after written notice to the party in default from the non-defaulting party hereto.

8.2 Should either S&H or Operator cause an Event of Default to occur, the non-defaulting Party may, at its option (and without prejudice to any of its other rights under this Agreement), and subject to any mandatory requirement of law, at any time thereafter:

- a. By notice to the Party in default and with immediate effect terminate this Agreement (but without prejudice to the continuing obligations of each of the Parties hereunder); or
- b. Proceed by appropriate court action or actions to recover damages for the breach of this Agreement, as applicable.

IX. Obligations Upon Termination


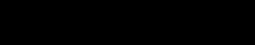
9.1 Upon termination of this Agreement, S&H shall promptly return possession of the Aircraft and all related Aircraft documents to Operator. Within ninety (90) days following termination of this Agreement, any funds due and owing to Operator (if applicable) less any outstanding costs or expenses incurred by S&H hereunder shall be returned to Operator provided Operator reconciles all amounts owed under this Agreement.


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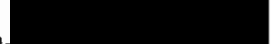
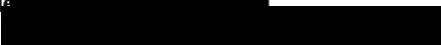
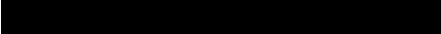
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered on the date first above written.

S & H AIRCRAFT CO.

EE REALTY, INC.

By: 
Name: Howard Cassady
Title: President
Address: 
Fort Worth, Texas 76179

By: _____
Name: _____
Title: _____
Address: 
Addison, Texas 75001

Phone: 
Facsimile: 
E-mail: 

Phone: _____
Facsimile: _____
E-Mail: _____