

DISBURSEMENT AGREEMENT

THIS DISBURSEMENT AGREEMENT (this "Agreement"), is made as of May ____, 2024 (the "Effective Date"), by and between **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("STORE"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and **MARANA AEROSPACE SOLUTIONS, INC.** d/b/a Ascent Aviation Services, an Oregon corporation ("Lessee"), whose address is 24641 Pinal Air Park Road, Marana, Arizona 85653.

Except as otherwise expressly defined herein, capitalized terms will have the meanings set forth on Exhibit A attached hereto and incorporated herein by this reference.

For and in consideration of the mutual covenants and promises hereinafter set forth, the parties hereby mutually covenant and agree as follows:

ARTICLE I BASIC TERMS

Section 1.01 Construction Funds. \$54,556,940.00, as set forth in Section 2.01.

Section 1.02 Commencement Date. Construction commenced prior to the Effective Date.

Section 1.03 Completion Date. No later than March 31, 2026, as set forth in Section 2.02, and subject to Force Majeure Events.

Section 1.04 Number of Disbursements. No more than one (1) per calendar month, as set forth in Section 3.05.

Section 1.05 Minimum Draw Amount. \$250,000.00, as set forth in Section 3.05, except with respect to the Final Disbursement.

Section 1.06 Estimated Last Date of Disbursement. May 31, 2026.

Section 1.07 Capitalization Rate. With respect to the Reimbursement Disbursement, 8.70%. With respect to each subsequent Disbursement, the greater of (i) 9.25% or (ii) the sum of 4.72% plus the 10-year Treasury Yield, as set forth in Section 3.02(a)(vi).

ARTICLE II CONSTRUCTION OF IMPROVEMENTS

Section 2.01 Lease Agreement. In connection in with that certain Lease Agreement of even date herewith by and between STORE Capital Acquisitions, LLC, a Delaware limited liability company (together with any successor and/or assign, "Lessor"), and Lessee (the "Lease"), (a) STORE has agreed to provide up to \$54,556,940.00 (the "Construction Funds") to Lessee for construction of the Improvements and related costs at the Premises, and (b) Lessee has agreed

to construct the Improvements with the Construction Funds, on the conditions and subject to the limitations set forth in this Agreement.

Section 2.02 General Duties. Lessee shall be solely responsible for the development, design and construction of the Improvements. Lessee shall construct, or cause to be constructed, the Improvements in a good and workmanlike manner and substantially in accordance with the Contract Documents, free and clear of all mechanics' liens, materialmen's liens and similar liens, other than Permitted Encumbrances. STORE acknowledges that Lessee has, as of the date hereof, commenced construction of the Improvements, and will diligently pursue such construction to completion and complete such construction on or before December 31, 2025, subject to Force Majeure Events (the "Completion Date"). The Improvements shall be constructed by Lessee in accordance with the Construction Documents and all Requirements of Governmental Authority, without any encroachments on easements, public land or adjacent land and in accordance with and without violating Applicable Requirements. The Improvements shall be owned by Lessor at all times, and Lessee shall have no interest in the Premises, except as otherwise provided in the Lease. Lessee covenants that, upon completion of the Improvements, the Premises, including fixtures and equipment located therein, will be fully equipped and operational, in good condition and repair, clean, orderly, sanitary, safe, landscaped, decorated, attractive and well-maintained. In addition to those licenses, permits, certifications and approvals which are required to commence construction of the Improvements, Lessee shall timely obtain and maintain all other consents, licenses, permits, certifications and approvals required to construct or complete the Improvements. On or before the Completion Date, Lessee shall have obtained from each Governmental Authority, and from each beneficiary of each restrictive covenant, all licenses, permits, authorizations, consents and approvals necessary for the occupancy and operation of the Improvements for their intended purpose, and as of the Completion Date such licenses, permits, authorizations, consents and approvals will be in full force and effect and will be assigned to or issued in the name of Lessor or Ground Lessor, as applicable.

Section 2.03 Lease Requirements. Lessee shall be solely responsible for complying with the requirements set forth in the Lease for the construction of the Improvements and the operation of the business on the Premises.

Section 2.04 Construction Personnel. Lessee shall be solely responsible for investigating, hiring, training, paying, supervising and discharging all personnel required in order to perform Lessee's obligations under this Agreement. Such personnel shall in every instance be deemed agents or employees, as the case may be, of Lessee and not of Lessor or STORE, and all matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees or agents shall be the sole responsibility of Lessee. Lessee shall require any architects, engineers, contractors and subcontractors engaged in connection with the construction of the Improvements to perform their respective obligations under the terms of their respective agreements, and to be licensed in accordance with State law.

Section 2.05 Coordination. In connection with Lessee's obligations under this Agreement, Lessee shall (either directly or through an owner's representative engaged by Lessee or through the General Contractor): regularly apprise STORE of the progress and performance of any contractors and subcontractors and provide such oversight as may be reasonably required to assure completion of the work to be performed by them; coordinate the performance of all contractors and perform such other acts as are customarily performed by a developer to ensure timely performance by the contractors under their respective contracts; attend progress meetings to discuss procedures, progress, problems and scheduling; review and monitor safety programs

for the Improvements, which safety programs shall be the responsibility of the Lessee; and, to the extent Lessee reasonably deems necessary or advisable, conduct special inspections and obtain testing to guard against defects and deficiencies in workmanship.

Section 2.06 Transition. Lessee shall be responsible for the transition of the Improvements from the development phase to use and occupancy of the Premises by Lessee.

Section 2.07 Required Approvals. STORE acknowledges that the Budget attached hereto, the General Contract, the Architect's Agreement, and the complete permitted set of construction drawings previously submitted to STORE are hereby approved. Any subsequent amendments to such documents shall be subject to STORE's written approval, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be subject to the Deemed Consent Requirements. Lessee shall, at least ten (10) Business Days prior to the Request for Disbursement for the First Disbursement, deliver to STORE a copy of all necessary permits and approvals required to commence construction of the Improvements and STORE shall deliver written approval of such items to Lessee, which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be subject to the Deemed Consent Requirements.

Section 2.08 Construction Monitoring. STORE, in its sole discretion, may engage a third party property inspector ("Progress Inspector") to perform certain construction monitoring services in connection with the construction of the Improvements and the Disbursements, including reviewing all construction documents provided by Lessee pursuant to the terms hereof, Budget analysis and construction progress monitoring; provided, however, that the cost of any such construction monitoring shall not exceed \$1,000.00 per month, and shall cease upon Store's disbursement of the Final Disbursement.

Section 2.09 Costs and Expenses. The Disbursements shall be made without any out-of-pocket cost whatsoever to STORE. All reasonable, out-of-pocket costs and expenses incurred by STORE pursuant to this Agreement including, but not limited to, the costs of title searches, updated title policy, new title policy if required by the applicable jurisdiction, endorsements, survey, appraisal, taxes (other than income or similar taxes), recording fees, Progress Inspector costs and all other expenses incurred in connection with the Disbursements and all other costs, including, but not limited to, reasonable attorneys' fees of Lessee, STORE or other interested parties, shall be payable solely by Lessee. Lessee agrees to indemnify STORE and save it harmless from the payment, defense and/or expense of any claim or demand for such costs (except to the extent such costs result from the gross negligence, willful misconduct, fraud, or illegal acts of STORE). Notwithstanding the foregoing, Lessee shall not be charged a draw fee for any Disbursement.

ARTICLE III

DISBURSEMENTS

Section 3.01 Disbursement Procedures.

(a) Subject to the limitations and conditions set forth in this Agreement, STORE shall make Disbursements from the Construction Funds from time to time to pay Project-Related Costs in accordance with the terms hereof and during the time periods set forth herein. Disbursements will only be made, and may only be used, to pay those Project-Related Costs comprising the Development Price for work that has been

completed, or construction materials that have been delivered prior to the delivery of the Request for Disbursement (provided, however, that in the case of construction materials, the Stored Materials Conditions shall be satisfied). Notwithstanding anything herein to the contrary, Construction Funds may be used for payment of purchase money deposits for construction materials to the extent such deposits are paid prior to or concurrently with the applicable Disbursement and such deposits do not exceed the Stored Materials/Deposits Cap. Except as set forth above, STORE shall not be obligated to make any Disbursement for deposits or prepayment for work not yet completed or materials not yet delivered and installed at the Premises. Upon receipt and approval of the applicable Requests for Disbursement by STORE, together with a list certified by General Contractor of payees and amounts of checks to be issued by STORE in connection with such Disbursement, STORE shall disburse such funds, less the applicable Retainage, to or on behalf of Lessee within ten (10) Business Days of receipt of each Request for Disbursement and STORE's written approval of such Disbursement (which approval shall not be unreasonably withheld, conditioned or delayed). STORE may, in its sole discretion, determine to disburse Disbursements jointly to Lessee and General Contractor and/or subcontractors or suppliers or directly to General Contractor or subcontractors or suppliers, rather than directly to Lessee, and the execution of this Agreement by Lessee shall, and hereby does, constitute an irrevocable authorization to STORE to so disburse the funds.

(b) Lessee shall prepare and submit for each Disbursement, a Request for Disbursement to STORE. Each Request for Disbursement shall be submitted not less than ten (10) Business Days prior to the requested Disbursement Date and Lessee's signature on such Request for Disbursement shall evidence Lessee's certification to STORE that the following are true and complete as of the date the Request for Disbursement is submitted to STORE:

(i) no Event of Default has occurred and is continuing under the terms of the Development Documents;

(ii) the warranties, representations and covenants of Lessee in the Development Documents are true, correct and complete in all material respects as of the date of such Request for Disbursement and will be true, correct and complete in all material respects as of the date of the Disbursement requested in connection with such Request for Disbursement;

(iii) all policies of insurance required by this Agreement and the Lease are in full force and effect, all notices required by any Governmental Authority have been duly filed, and all fees, costs and expenses of STORE required to be paid by Lessee under the Development Documents as of the date of the Disbursement requested in connection with such Requests for Disbursement will have been paid on or before such date;

(iv) with respect to each Request for Disbursement submitted for the First Disbursement or any Interim Disbursement: (A) the Budget is "in balance" as set forth in Section 3.03(a); (B) the portion of the Improvements constructed as of the date of such Request for Disbursement has been completed in a good and workmanlike manner and in accordance with the Contract Documents; (C) all permits, licenses, certificates and related governmental approvals required to construct the Improvements which were required to have been obtained as of the date of such Request for Disbursement were obtained and all permits, licenses,

certificates and related governmental approvals required to complete the construction of the Improvements which will be issued subsequent to the date of such Request for Disbursement will be issued in the ordinary course of business; (D) such Request for Disbursement is true, correct and complete in all material respects; and (E)(I) the percentages of completion set forth in such Request for Disbursement are correct and consistent with the construction of the Improvements completed to date; (II) the payment amounts requested in such Request for Disbursement accurately reflect the work performed since commencement of the work at the Premises and/or relate to materials and supplies that have been permanently delivered to the Premises; and (III) no work has been performed at the Premises or supplies provided to the Premises with respect to the Improvements for which payment has not been made (other than agreed to Retainages) except by contractors, subcontractors, suppliers, vendors and/or materialmen identified in such Request for Disbursement, or for which no invoice has been received by Lessee and is not included in the Request for Disbursement;

(v) there has been no change whatsoever in connection with the construction of the Improvements, or with the Premises generally, which would cause the Site, Utility and Building Plans to be materially inaccurate; and

(vi) with respect to the Request for Disbursement submitted for the Final Disbursement: (A) the Improvements have been completed (subject to Punchlist Items that cost \$50,000 or less individually and \$500,000 or less in the aggregate to complete, provided no further payment is due in connection with such Punchlist Items) in a good and workmanlike manner and, in all material respects, in accordance with the Contract Documents; (B) all permits, licenses, certificates and related governmental approvals required to occupy the Premises and the Improvements for their intended purpose have been issued by the appropriate governmental agencies, including without limitation, a certificate of occupancy; (C) no work remains to be performed on the Premises for which payment must be made; and (D) upon delivery by STORE of the Final Disbursement to those Persons described in such Requests for Disbursement, STORE shall have satisfied all of its obligations under this Agreement and, without affecting Lessee's continuing representations, warranties, covenants, agreements and obligations under this Agreement, STORE shall have no further duties or obligations under this Agreement or under the Lease with respect to the Improvements.

Each Request for Disbursement shall also be accompanied by the following: (x) all applicable information and documentation required by this Agreement; (y) evidence that all conditions of this Agreement required to be satisfied prior to such Disbursements have been satisfied or waived; and (z) such additional customary information, affidavits, certificates and other documents as may be reasonably required by STORE, for making the Disbursement or by Title Company for the issuance of the required updates to the Title Policy and the completion and fulfillment of all requirements in any agreement between STORE and Title Company with respect to the subject matter of this Agreement.

If STORE disapproves all or any part of a Request for Disbursement, STORE will promptly (within no more than five (5) Business Days of the submission of the Request for Disbursement) notify Lessee of such disapproval and the basis therefor by telephone (confirmed in writing). To the extent that STORE disapproves a part of any Request for Disbursement, STORE shall nonetheless disburse the remaining approved portion of the

Request for Disbursement in accordance with the terms hereof. If such Request for Disbursement is approved in writing by STORE, STORE shall disburse such amounts within ten (10) Business Days of receipt of such Request for Disbursement, less the applicable Retainage, in accordance with the terms and conditions of this Agreement. Provided that the conditions set forth in this Section 3.01 and Section 3.02 shall have been satisfied, STORE shall not withhold its consent to a Disbursement. If any amount included in a Request for Disbursement is not approved by STORE, STORE shall not be obligated to disburse any disapproved portion of the Disbursement requested unless Lessee shall have objected to such disapproval and resolved each basis for disapproval to the satisfaction of STORE. Lessee must notify STORE of such objection and resolve each basis for disapproval to the reasonable satisfaction of STORE within ten (10) Business Days following STORE's notification to Lessee of any disapproved portion of a Disbursement. If Lessee does not object to such disapproval or if Lessee does object and a resolution to STORE's reasonable satisfaction does not occur within such ten (10) Business Day period, STORE shall have no further obligation to fund such disapproved portion until Lessee resolves each basis for disapproval to the reasonable satisfaction of STORE.

(c) Notwithstanding anything herein to the contrary (including the respective disbursement conditions set forth herein), on the Effective Date, (i) STORE shall make a Disbursement in the amount of \$6,600,000.00 as a reimbursement for Lessee's prior payment of amounts due in connection with the aviation hangar to be constructed by Rubb Building Systems and installed at the Premises (the "Reimbursement Disbursement").

(d) Except with respect to the Reimbursement Disbursement and any portion of a Disbursement used to pay the Development Fee, STORE shall withhold from each approved Disbursement (the "Retainage") the greater of (i) 5.0% of each approved Disbursement, and (ii) an amount consistent with the requirements of the General Contract, and shall hold such Retainage until the time of the Final Disbursement; provided, that, upon Lessee's request, STORE shall release portions of the Retainage prior to Final Disbursement for completed trades whose work has been confirmed by the Architect to be completed in accordance with the Contract Documents and for which STORE has received unconditional lien waivers conditioned only upon final payment.

Section 3.02 Conditions Precedent to Disbursements.

(a) Except with respect to the Reimbursement Disbursement, the obligations of STORE hereunder to approve each Disbursement shall be subject to the following conditions precedent:

(i) STORE shall have received a complete Request for Disbursement, together with supporting documentation, the adequacy and completeness of which shall be approved by STORE in writing, including, without limitation, lien waivers, affidavits, indemnity agreements and such other customary agreements, instruments, documents and certificates as may be reasonably required by STORE. Each Request for Disbursement shall include a properly completed Application and Certificate for Payment (AIA Forms G702 and G703) shall also be executed by General Contractor and attached to the Request for Disbursement.

(ii) STORE shall have the right to require an inspection of the Premises by STORE or Progress Inspector prior to each Disbursement, which inspection shall

be reasonably satisfactory to STORE. If STORE reasonably determines in connection with any such inspection that extra services will be required of STORE as a result of noncompliance with the Contract Documents, as a result of deviations from acceptable construction practices, or as a result of Lessee's failure to satisfy the requirements of any Contract Documents and/or Development Documents, Lessee shall pay, in addition to the fees for such inspection, the out-of-pocket cost of all such extra services including any additional inspections reasonably determined to be necessary or advisable by STORE.

(iii) STORE shall have received from Title Company updates to the Title Policy, dated the date of each Disbursement, showing title to the Premises in STORE, free and clear of all defects and encumbrances except those approved in writing by STORE and its counsel, with all standard exceptions deleted and together with such endorsements to the Title Policy as STORE deems appropriate or necessary. Lessee agrees to deliver or cause to be delivered such affidavits, indemnities, notices and/or other agreements as Title Company may reasonably require in order to provide the title insurance coverage required pursuant to this Agreement.

(iv) As of the date of each Request for Disbursement and the date of the Disbursement, there shall be no Event of Default under the terms of any Development Document and no event shall exist which by notice, passage of time or both would constitute an Event of Default under any of the Development Documents. Policies of insurance against fire and other hazards in accordance with applicable requirements of this Agreement and the Lease shall be in full force and effect. The warranties and representations of Lessee in the Development Documents shall be true and correct on and as of the date of the Disbursement with the same effect as if made on such date, and Lessee shall not be in breach or default of any covenant set forth in any Development Document.

(v) STORE shall have received evidence satisfactory to STORE of Lessee's receipt of all required governmental certifications and approvals and association approvals, if applicable. All notices, applications and filings required by any Governmental Authority shall have been duly filed. All fees, costs, and expenses required to be paid by Lessee under the Development Documents, as of the date of the Disbursement, shall have been paid or satisfied in full by Lessee as of such date.

(vi) With respect to any Interim Disbursements after the Effective Date, STORE and Lessee shall have executed an amendment to the Lease increasing the "Base Annual Rental" under the Lease by an amount equal to the amount of the Disbursement multiplied by a capitalization rate equal to the greater of (i) 9.25% or (ii) the sum of 4.72% plus the 10-year Treasury Yield in effect in effect four (4) Business Days prior to the date of Disbursement (the "Applicable Cap Rate"). With respect to the Final Disbursement, Lessor and Lessee shall have executed and delivered, at Lessor's option, either an amendment to or an amendment and restatement of the Lease in a form substantially similar to the Lease, increasing the "Base Annual Rental" under the Lease by amount equal to the amount of the Final Disbursement multiplied by the Applicable Cap Rate. The applicable increase in the Base Annual Rental for the Reimbursement

Disbursement and the First Disbursement shall be reflected in the Lease on the Effective Date.

(b) In addition to the requirements set forth in the preceding subsections, the obligation of STORE to make the Final Disbursement may also be conditioned upon the receipt by STORE of:

(i) An As-Built Survey reasonably satisfactory to STORE and Title Company, together with an additional endorsement to the Title Policy (or a new Title Policy if required by the applicable jurisdiction) confirming that the Improvements are within the boundary lines of the Land, do not encroach upon any easements or rights-of-way and do not violate any setback lines or recorded covenants, conditions or restrictions.

(ii) Final unconditional lien waivers from all contractors, subcontractors, suppliers, vendors and/or other Persons entitled to protection under applicable lien laws. Lien waivers from the General Contractor may be contingent upon receipt of the funds constituting the Final Disbursement. If contemplated by the lien laws of the State, a certificate certifying that the Improvements have been completed substantially in accordance with the Contract Documents, which certificate shall be in any form required by or permitted under such laws and shall be executed by any party required or permitted to execute such certificate under such laws. This requirement shall be satisfied at least ten (10) Business Days prior to the anticipated date of the Final Disbursement.

(iii) Evidence satisfactory to STORE and Title Company of the issuance by all appropriate Governmental Authorities of final certificates of use and occupancy of the Improvements. This requirement shall be satisfied at least ten (10) Business Days prior to the anticipated date of the Final Disbursement.

(iv) Copies of all documents, instruments, agreements, Insurance Policies and certificates required to be delivered pursuant to any Development Document together with any other evidence required by STORE that the Improvements have been substantially completed in accordance with the Contract Documents, in compliance with all Requirements of Governmental Authority and free of all liens. This requirement shall be satisfied at least ten (10) Business Days prior to the anticipated date of the Final Disbursement.

Lessee shall have completed all such requirements within the time frames set forth above, but in any event, such requirements shall be completed in time for STORE to make the Final Disbursement no later than 90 days after the Completion Date.

Section 3.03 Balancing Budget; Change Orders.

(a) If STORE shall determine, in its reasonable discretion, that (i) at any time prior to the Completion Date that the actual costs required to complete the Improvements will exceed the Budget or (ii) the Budget is not "in balance" as provided in this Section 3.03(a), STORE may, at its option, refuse to make or approve further Disbursements and may require Lessee to deposit with STORE cash or other security acceptable to STORE in its reasonable discretion in such amount as STORE deems necessary to put the Budget "in balance." No Construction Funds shall be disbursed until all sums deposited by Lessee

with STORE pursuant to this Section 3.03(a) have been disbursed. The Budget shall be "in balance" only at such times that STORE determines, in its sole but reasonable judgment, that (i) the unadvanced Construction Funds are at least equal to the amount that must be expended in order to complete the Improvements and all costs and other expenses in connection therewith, and (ii) unexpended amounts within each category or line item in the Budget are at least equal to the anticipated cost for each line item that must be expended to complete the Improvements; provided, however, that for purposes of this clause (ii), such determination shall take into account any reallocation of line items in connection with any cost savings identified by Lessee with respect to such line item, as well as Lessee's right hereunder to reallocate portions of the contingency line item to such other line item. Any costs listed as contingencies on the Budget shall be deemed to be actual costs for the purposes of balancing. The determination as to whether the Budget is "in balance" may be made by STORE at any time, including in connection with any Request for Disbursement. Within fifteen (15) Business Days following written notice from STORE that the Budget is not "in balance," Lessee shall make the deposit required to be made pursuant to this Section 3.03(a). Any such amounts deposited with STORE shall be the next funds disbursed by STORE, subject to the terms and conditions of this Agreement.

(b) Lessee shall provide STORE with a copy of all proposed Change Orders. All Material Change Orders are subject to the prior approval of STORE. Lessee shall be responsible for the payment of all reasonable out-of-pocket fees and expenses incurred by STORE in order to review and approve Material Change Orders. At the time Lessee requests STORE's consent to a Material Change Order, Lessee must also notify STORE and agree to pay for all of the additional costs resulting from such Material Change Order if such Material Change Order will result in the actual costs required to complete the Improvements to be in excess of the total amount set forth in the Budget. If such Change Order will result in the actual costs required to complete the Improvements to be in excess of the total amount set forth in the Budget, Lessee shall, prior to commencing any of the work set forth in such Change Order, deposit funds with STORE equal to such additional cost, and STORE shall disburse such deposited funds toward payment of the Development Price prior to the Disbursement of the Construction Funds, subject to the satisfaction of the requirements for making Disbursements set forth in this Agreement.

(c) Notwithstanding anything herein to the contrary, to the extent that Lessee realizes cost savings in one or more Budget line items, such cost savings may be reallocated to other Budget line items without STORE's consent, other than any Budget line item constituting a payment to Lessee or any affiliate of Lessee. Lessee shall deliver to STORE an updated Budget in connection with any such reallocation by Lessee.

(d) Provided that no Event of Default is then continuing, amounts available under the Budget line item denominated "Contingency" may (with simultaneous written notice to STORE) be reallocated to other Budget line items to pay unanticipated or contingent costs and expenses, other than Budget line items constituting a payment to Lessee or any affiliate of Lessee; provided, however, that at all times prior to 50% completion of the Improvements, Lessee may utilize up to 50% of the "Contingency" line item for other Budget line items. Thereafter, Lessee shall be permitted to reallocate, in the aggregate, a percentage of funds from the "Contingency" line item up to the percentage of the Improvements that have been completed as of the date of such reallocation without STORE's consent. Any additional reallocation of the "Contingency" line item shall require STORE's prior written consent.

Section 3.04 Completion. No later than the Completion Date (subject to Force Majeure Events and any remaining Punchlist Items), Lessee shall provide Lessor copies of the unconditional lien waivers from the General Contractor (and subcontractors, if any), the final certificate of occupancy (or jurisdictional equivalent) issued by the applicable Governmental Authority, and any affidavits, indemnity agreements and such other customary agreements, instruments, documents and certificates as may be reasonably required by STORE and Title Company in order for Title Company to issue a “nothing further” certificate (or the jurisdictional equivalent certificate or endorsement) to the Title Policy.

Section 3.05 Disbursement Amounts. Each Disbursement shall be in an amount of at least \$250,000 (“Minimum Draw Amount”), except that the Final Disbursement can be in an amount less than the Minimum Draw Amount. Disbursements shall be limited to no more than once per calendar month for the term of the project which is the subject of this Agreement (the “Project”).

Section 3.06 Progress Reporting. Within five (5) Business Days following the completion of each calendar quarter, Lessee shall provide a progress report (which progress report may be given by email) of the construction completed through the end of such calendar quarter with a reconciliation of such completed work to the Budget. Such report shall be provided to STORE whether or not a Disbursement was requested during such calendar quarter.

Section 3.07 Stored Materials. If and for so long as there are Stored Materials, Lessee shall satisfy the Stored Materials Conditions with respect thereto.

Section 3.08 Development Fee. The Development Fee shall be payable from the Construction Funds based upon the following schedule:

Event	Amount of Development Fee Payable
Effective Date	Percentage of Development Fee equal to percentage of Construction Funds disbursed as of Effective Date (but in no event greater than 30% of Development Fee)
Disbursement of 50% of the Construction Funds	Percentage of Development Fee equal to 50% of Development Fee minus amount of Development Fee disbursed on Effective Date
Disbursement of 75% of the Construction Funds	25% of Development Fee
Final Disbursement	25% of Development Fee

ARTICLE IV

REPRESENTATIONS AND WARRANTIES

Section 4.01 Lessee represents and warrants to STORE as follows, which representations and warranties, to the extent applicable, shall be deemed made as of the date of this Agreement, each submission of a Request for Disbursement and each Disbursement:

(a) the Contract Documents have been approved by Lessee and, to the extent required by applicable law or any effective restrictive covenant, respectively, each Governmental Authority and the beneficiaries of each such covenant respectively;

(b) the design, layout and anticipated use of the Improvements, to Lessee's knowledge, in all material respects complies with or will comply with, by the Completion Date, all applicable zoning ordinances, regulations (including, without limitation, wetlands regulations) and restrictive covenants affecting the Premises and all other Requirements of Governmental Authority and all requirements for such use have been or will have been satisfied by the Completion Date;

(c) as of the date of the First Disbursement, Lessee will have obtained all licenses, permits, authorizations, consents and approvals from Governmental Authorities and/or third parties necessary to commence construction of the Improvements, such licenses, permits, authorizations and consents are in full force and effect and will be maintained in full force and effect throughout construction of the Improvements (to the extent necessary for the construction of the Improvements), and Lessee has no reason to believe that all licenses, permits, certifications and approvals with respect to the Improvements to be issued subsequent to the date of this Agreement will not be issued in the ordinary course of business;

(d) the Land has adequate rights of access to public ways and all water (including domestic potable water), sanitary sewer and storm drain facilities. All public utilities necessary or convenient for the full use and enjoyment of the Premises shall be located in the public right-of-way abutting the Land or permanent easements acceptable to STORE, and if not now connected, the same shall be connected so as to serve the Premises prior to the Completion Date without passing over other property or shall be within easements which are acceptable to STORE. All roads necessary for the full utilization of the Premises for their intended purposes shall be completed prior to the Completion Date, and all necessary steps have been taken by Lessee and all Governmental Authorities to assure the complete construction and installation thereof prior to the Completion Date;

(e) prior to the Effective Date, Lessee has not, except as noted below, commenced the construction of the Improvements and has made no contract or arrangement of any kind which has given rise to or the performance of which by the other party thereto would give rise to a lien or claim of lien on the Premises (provided, however, that Lessee has executed the General Contract, and certain work has been performed, and paid for, under the General Contract);

(f) to Lessee's knowledge, Lessee is not in default under this Agreement or any of the other Development Documents, and, to Lessee's knowledge, no event has

occurred and is continuing which with notice or the passage of time or both would constitute a default under this Agreement or any of the other Development Documents;

(g) all representations and warranties of Lessee in the Development Documents and in any certificates or other instruments delivered pursuant thereto are incorporated herein by reference in all material respects as though fully set forth herein;

(h) Lessee represents that it does not require and agrees that it will not directly incur any debt financing for the construction of the Improvements without the prior written consent of STORE; and

(i) upon completion of the Improvements, the Premises, including fixtures and equipment located therein, will be fully equipped and operational, in good condition and repair, clean, orderly, sanitary, safe, landscaped, decorated, and well-maintained.

Section 4.02 STORE represents and warrants to Lessee as follows:

(a) STORE is duly organized and is validly existing and in good standing in the jurisdiction in which it is organized. STORE has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

(b) This Agreement has been duly executed and delivered by or on behalf of STORE and constitutes the legal, valid and binding obligation of STORE enforceable against STORE in accordance with its terms.

(c) STORE has sufficient net worth and liquidity (and/or access to net worth and liquidity) to timely satisfy STORE's obligations hereunder.

ARTICLE V

INSURANCE

Section 5.01 Coverages. In addition to satisfying the insurance requirements in the Lease, Lessee shall obtain and maintain, and, in addition to the insurance maintained by Lessee, shall cause its General Contractor to maintain, the following insurance:

(a) builder's risk insurance (in non-reporting form), insuring the building which includes the existing structure and new building improvements to be constructed, for not less than 100% of their full insurable hard cost replacement; such insurance coverage to be kept in full force and effect at all times until the Completion Date;

(b) to the extent that architectural design work is required, an architect's professional liability insurance policy obtained by Lessee's Architect in an amount not less than \$1,000,000 per occurrence and in the aggregate \$1,000,000 and, in addition, shall put into effect an additional \$1,000,000 excess of \$1,000,000 per occurrence and in the aggregate, dedicated to the Project. If Lessee's Architect maintains blanket professional liability insurance in an amount satisfactory to STORE, evidence of such insurance may be delivered to STORE in lieu of the policy;

(c) Commercial General Liability Insurance, including Contractual Liability (to specifically include coverage for the indemnification clause of this Agreement), Products

& Completed Operations Liability (including XCU coverage), Broad Form Property Damage, Personal Injury Liability and Advertising Injury Liability, written on an occurrence form, with combined bodily injury and property damage limits of liability of no less than \$2,000,000 per occurrence, \$2,000,000 per location general aggregate, \$2,000,000 Personal & Advertising Injury and \$2,000,000 Products and Completed Operations liability with an aggregate limit per project. The limits of liability can be provided in a combination of a Comprehensive General Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis. The policy should be written on form CG00 01 07 98 or its equivalent and shall not include any exclusions or limitations other than those incorporated in the standard form. Such insurance is to be primary insurance, notwithstanding any insurance maintained by the Indemnified Parties. Products and Completed Operations coverage is to contain a provision for an extension of coverage for three years beyond the completion of the Construction Work under this Agreement. This extended coverage is to have a separate aggregate limit. General Contractor is required to purchase coverage in the amount of \$5,000,000 and subcontractors in the amount of \$2,000,000. The Completed Operations coverage for General Contractor and subcontractors is to be extended or renewed for three (3) years after completion of construction of the Improvements.

(d) Worker's Compensation Insurance providing statutory benefits for Lessee's, General Contractor's and subcontractor's employees and Employer's Liability coverage in an amount that is no less than \$500,000; and

(e) Automobile Liability Insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000 per occurrence. The limits of liability can be provided in a combination of an Automobile Liability policy and an Umbrella Liability policy, which is written on a no less than follow form basis;

Section 5.02 General Insurance Requirements. Lessee shall cooperate with STORE in obtaining for STORE the benefits of any insurance proceeds lawfully or equitably payable to STORE in connection with the transactions contemplated hereby, and shall reimburse STORE for any reasonable expenses incurred in connection therewith (including attorneys' fees and expenses, and the payment by Lessee of the expense of an independent appraisal on behalf of STORE in case of a fire or other casualty affecting the Land or the Improvements). All Insurance Policies shall: (a) provide for a waiver of subrogation by the insurer as to claims against STORE, its employees and agents and provide that such insurance cannot be unreasonably cancelled, invalidated or suspended on account of the conduct of Lessee, its officers, directors, employees or agents; (b) provide that any "no other insurance" clause in the insurance policy shall exclude any policies of insurance maintained by STORE and that the insurance policy shall not be brought into contribution with insurance maintained by STORE; (c) provide that the policy of insurance shall not be terminated, cancelled or substantially modified without at least thirty (30) days' (or such lower period as may be required by law for non-payment of premium or war risks and allied perils) prior written notice to STORE and to any lender covered by any standard mortgage clause endorsement; (d) provide that the insurer shall not have the option to restore the Premises if STORE elects to terminate the Lease in accordance with the terms of such Lease; (e) be issued by insurance companies licensed to do business in the state in which the Premises is located and which are rated A:VI or better by Best's Insurance Guide or otherwise approved by STORE; and (f) provide that the insurer shall not deny a claim because of the negligence of Lessee, anyone acting for Lessee or any tenant or other occupant of the Premises. It is expressly understood and agreed that the foregoing minimum limits of insurance coverage shall not limit the liability of Lessee for its acts or omissions as provided in this Agreement. All Insurance Policies (with the

exception of worker's compensation insurance to the extent not available under statutory law) shall designate STORE and Lessor as additional insureds as their interests may appear and shall be payable as set forth in the Lease. Any other policies, including any policy now or hereafter carried by STORE shall serve as excess coverage. Lessee shall procure policies for all insurance for periods of not less than one year, except as otherwise provided in Section 5.01(a) above with respect to builder's risk insurance, and shall provide to STORE certificates of insurance including additional insured endorsements (CG2010 0704 and CG2037 0704 or their equivalent) or, upon STORE's request, duplicate originals of Insurance Policies evidencing that insurance satisfying the requirements of this Agreement is in effect at all times. All such policies shall be written on a primary and non-contributory basis, with commercially reasonable deductibles based on current insurance market conditions, which the parties agree are currently the following::

(a) Builders Risk policy: \$50,000 for direct physical loss in any one occurrence except \$250,000 loss in any one occurrence caused by or resulting from flood or water damage

(b) Insurance of Premises, Hangarkeepers and Products Liability policy includes the following deductibles:

(i) Property Damage (excluding Property Damage included in the products-completed operations hazard) \$10,000 each loss in respect of Property Damage

(ii) \$100,000 each loss in respect of Property Damage to Aircraft.

(iii) Hangarkeepers Liability: \$100,000 each aircraft applicable to Hangarkeepers. No aggregate limit. Non-Aircraft and Spares Claims \$50,000 each loss

(iv) Technical Records: \$1,000

(c) Property Insurance policy includes the following deductibles (to the extent applicable to):

(i) Earthquake: \$100,000

(ii) Flood: \$100,000

(iii) Flood in Special Flood Hazard Areas:

(A) High Hazard: \$500,000

(B) Moderate Hazard: \$250,000

(iv) Named Storm: \$50,000 except Tier 1 Wind Zone: \$250,000

(v) Wind/Hail: \$50,000 except High Hazard Hail Zones: \$250,000

(d) Water Damage: \$100,000.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.01 Events of Default by Lessee. Any one or more of the following shall constitute an event of default by Lessee hereunder ("Event of Default"):

(a) If Lessee shall fail to pay when due any payment due under the Development Documents, which failure shall continue for ten (10) days after written notice from STORE;

(b) If Lessee shall fail to perform, observe or comply with any of the terms, covenants, conditions or provisions contained in any of the Development Documents, which failure shall continue for thirty (30) days after written notice from STORE, or if such failure cannot, with due diligence, be reasonably cured within such thirty (30) days, such additional time as is reasonably necessary to cure such failure, not to exceed ninety (90) days;

(c) If any representation or warranty of Lessee in any of the Development Documents was false in any material respect when made, or if Lessee makes or renders any statement or account that is false in any material respect; provided, that, in the case of representations or warranties which are reasonably capable of being cured, Lessee shall have thirty (30) days after written notice from STORE to cure such alleged breach;

(d) Subject to a Force Majeure Event as provided in Section 7.06 of this Agreement, if the construction of the Improvements is not carried on diligently, or if construction is discontinued for twenty (20) Business Days consecutively;

(e) If Lessee shall agree to, or execute, any assignment, pledge, hypothecation or encumbrance of any of the Development Documents or any rights thereunder or of any Disbursement hereunder without STORE's prior consent;

(f) If a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Premises or any judgment involving monetary damages shall be entered against Lessee which shall become a lien on the Land or the Improvements or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy; or

(g) The occurrence and continuance of an "Event of Default" under the Lease.

Section 6.02 Remedies. If an Event of Default shall occur and continue, STORE shall have no obligation to make any further Disbursement hereunder and, at its option, may:

(a) Terminate this Agreement, except as to Lessee's liability under this Agreement.

(b) Enter into possession of the Premises and, with or without such entry, perform any and all work and labor necessary or desirable in STORE's sole judgment to complete the Improvements substantially in accordance with the Contract Documents. STORE shall be authorized to make such modifications and amendments to the Contract

Documents as it deems necessary or appropriate, in its reasonable discretion. STORE may use all materials purchased by Lessee in the construction of the Improvements, but STORE shall be free to dispose of the balance of such material as it sees fit, and no liability shall accrue in favor of Lessee against STORE as a result thereof. In addition, all of Lessee's right, title and interest in and to all licenses, permits and authorizations relating to the development, construction or operation of the Land or Improvements shall be deemed assigned, transferred and set over to STORE, at the election of STORE and to the extent permitted by law, and Lessee agrees to evidence said assignment, transfer and setting over by an appropriate instrument in writing at STORE's request. Without curing the applicable Event(s) of Default, all customary sums reasonably expended by STORE pursuant to this subsection shall, at STORE's election, be deemed additional funds advanced pursuant to Section 3.03(b) above and Disbursements under this Agreement.

(c) Seek to have Lessee specifically perform its obligations under this Agreement, including completion of the Improvements substantially in accordance with the Contract Documents and otherwise in accordance with the terms of this Agreement.

(d) Enforce or avail itself of any and all remedies provided in any or all of the Development Documents and/or such other remedies as may be provided at law or in equity.

All powers and remedies given by this section to STORE, subject to applicable law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to STORE under the Development Documents, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Lessee contained in this Agreement, and no delay or omission of STORE to exercise any right or power accruing upon any Event of Default occurring shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this section or by law to STORE may be exercised from time to time, and as often as may be deemed expedient, by STORE, subject at all times to STORE's right, in its sole judgment to discontinue any work commenced by STORE or change any course of action undertaken by STORE. Whether or not STORE elects any remedy available to STORE, STORE shall not be liable to Lessee for the manner or quality of construction of the Improvements or any failure to construct, complete or protect the Premises, or for the payment of any expenses incurred in connection with the exercise of any remedy available to STORE, or for the performance or nonperformance of any obligation of Lessee under the Development Documents.

Section 6.03 Events of Default by STORE. Any one or more of the following shall constitute an event of default by STORE hereunder ("STORE Event of Default"):

(a) If STORE shall fail to perform, observe or comply with any of the terms, covenants, conditions or provisions contained herein or in any of the Development Documents (including, without limitation, if STORE fails to fund a Disbursement when otherwise required to do so hereunder); or

(b) If any representation or warranty of STORE herein or in any of the Development Documents was false in any material respect when made, or if STORE makes or renders any statement or account that is false in any material respect.

With respect to any STORE Event of Default described in Section 6.03(a) or (b) above, Lessee shall not exercise any remedies unless Lessee shall have first given STORE written notice

of such STORE Event of Default and such STORE Event of Default shall not have been cured within fifteen (15) days after such notice, or within such additional time as may be reasonably necessary for STORE to cure such STORE Event of Default (but in no event more than 30 days) provided STORE is diligently pursuing a cure of such STORE Event of Default. If a STORE Event of Default shall occur, Lessee may pursue any and all remedies available at law or in equity (including, without limitation, specific performance).

ARTICLE VII

MISCELLANEOUS

Section 7.01 Inspection, Audits and Information Regarding Improvements and Disbursements.

(a) Lessee shall permit STORE, Lessor, Progress Inspector and their representatives and agents, to enter upon the Land at all times and to inspect the Improvements and all materials to be used in the construction thereof, and shall cooperate and cause General Contractor to cooperate with STORE, Lessor, Progress Inspector and their representatives and agents, during such inspections, including making available working copies of the Contract Documents together with all related supplementary materials. If STORE determines in its reasonable discretion in connection with any such inspection that extra services will be required of STORE as a result of (i) noncompliance with the Contract Documents, (ii) deviations from acceptable construction practices, or (iii) Lessee's failure to satisfy the requirements of any Contract Documents and/or Development Documents, Lessee shall pay, in addition to the fees for such inspection, the reasonable cost of all such extra services including any additional inspections determined to be necessary or advisable by STORE.

(b) Lessee shall also permit STORE, Lessor, Progress Inspector and their representatives and agents, to examine, copy and make extracts of the books, records, accounting data and other documents of Lessee that relate to compliance with the terms of this Agreement, including, without limitation, all permits, licenses, consents and approvals of all governmental authorities having jurisdiction over Lessee or the Land. All such books, records and documents shall be made available to STORE, Lessor, Progress Inspector and their representatives and agents promptly upon written demand therefor; and, at the request of STORE or Progress Inspector, Lessee shall furnish STORE, Progress Inspector and their representatives and agents with convenient facilities for the foregoing purpose.

(c) It is expressly understood and agreed that STORE, Lessor and/or Progress Inspector shall have no duty to supervise or to inspect the construction of the Improvements or any books, records, drawings, permits or approvals concerning the construction of the Improvements, and that any such inspection or review shall be for the sole purpose of determining whether or not the obligations of Lessee under this Agreement are being properly discharged and of preserving STORE's rights hereunder or under the Development Documents. If STORE, Lessor, Progress Inspector or their agents should inspect the construction of the Improvements or any books and records, STORE, Progress Inspector, Lessor and their agents shall have no liability or obligation to Lessee or any third party arising out of such inspection. A review or inspection not followed by a notice of an Event of Default shall not constitute a waiver of any default then existing; nor shall it constitute an acknowledgment or representation by STORE that there has been or

will be compliance with the Contract Documents, that the construction is free from defective materials or workmanship, or that there has been a waiver of STORE's right thereafter to insist that the Improvements be constructed in accordance with the Contract Documents. STORE's failure to inspect the construction of the Improvements or any part thereof or any books, records, drawings, permits and approvals related to the construction of the Improvements shall not constitute a waiver of any of STORE's rights hereunder. Neither Lessee nor any third party shall be entitled to rely upon any inspection or review undertaken by STORE, Lessor or Progress Inspector, and none of STORE, Lessor and Progress Inspector owes any duty of care to Lessee or any third party to protect against, or inform Lessee or any third party of the existence of, negligent, faulty, unlawful, inadequate or defective design or construction of the Improvements.

(d) In the event STORE shall give Lessee written notification of a structural defect in the Improvements or material departure from the Contract Documents not approved by STORE, Lessee shall, within ten (10) Business Days of receipt of such notice, take all necessary steps to commence the cure such structural defect or departure from the Contract Documents. If fails to commence the cure of such defect or departure within such ten (10) Business Day period, such failure shall be an Event of Default under this Agreement and shall entitle STORE to exercise its remedies under this Agreement; *provided, however*, if Lessee has diligently commenced to cure such defect or departure within such ten (10) Business Day period and additional time beyond such ten (10) Business Day period as reasonably required to correct such defect or departure, an Event of Default shall not be deemed to have occurred until the passage of ninety (90) days from such notice and Lessee's failure to cure such defect or departure.

Section 7.02 Mechanics' and Materialmen's Liens.

(a) Lessee will certify, or cause the General Contractor to certify, to STORE, Lessor and Title Company, upon request of either of them at any time, and from time to time, as to all materialmen, laborers, subcontractors, suppliers and any other parties engaged by Lessee or the General Contractor who could reasonably have the right to claim statutory or common law liens as a result of furnishing material or labor to the Premises or any portion thereof or interest therein, together with evidence reasonably satisfactory to STORE, Lessor, and Title Company showing that such parties have been paid (or with respect to a party STORE pays directly will be paid from the Disbursements) all amounts then due for labor and materials. In addition, Lessee will provide or cause to be provided to Title Company all preliminary notices of which Lessee receives written notice which are filed by laborers, subcontractors, materialmen and suppliers under Requirements of Governmental Authority, and notify STORE, Lessor and Title Company promptly in writing, if Lessee receives any written notice, from any laborer, subcontractor, materialman or supplier to the effect that said laborer, subcontractor, materialman or supplier has not been paid when due or intends to or has filed any mechanics lien for any labor or materials furnished in connection with the construction of the Improvements.

(b) If, during the construction of the Improvements, a lien is filed against the Premises for work performed on or goods and/or services provided to the Premises, STORE shall provide Title Company and Lessee with notice of the filing of such lien promptly after STORE obtains knowledge of such filing. If an Event of Default has not occurred and is continuing, Lessee shall have twenty (20) Business Days after delivery of STORE's notice to cause such lien to be released from the applicable real property records or to post a bond or provide an indemnity satisfactory to Title Company which will enable

Title Company to issue an endorsement to the Title Policy at the time such bond is posted or indemnity delivered insuring over such lien. If Lessee fails to cause such lien to be released or to post such a bond or deliver such an indemnity, such failure shall be an Event of Default under this Agreement and shall entitle STORE to exercise the remedies set forth in Section 6.02. If, at the time the lien is filed, an Event of Default shall have occurred and be continuing under this Agreement, the filing of the lien shall be an additional Event of Default under this Agreement and shall entitle STORE to exercise the remedies set forth in Section 6.02, and STORE shall be authorized to take corrective actions with respect to such lien.

Section 7.03 Further Assurances. STORE and Lessee shall do and execute all and such further lawful acts, conveyances and assurances for the better and more effective carrying out of the intents and purposes of this Agreement as Lessee or STORE may reasonably require from time to time.

Section 7.04 Prevailing Party. In the event of any judicial or other adversarial proceeding concerning this Agreement, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' fees and other costs in addition to any other relief to which it may be entitled.

Section 7.05 Waivers. Lessee does hereby expressly waive in favor of STORE and its assigns, to the fullest extent allowed by law, any and all exemptions from seizure provided by any applicable law, rule or regulation of any Governmental Authority. Except as specifically provided herein, Lessee does hereby also expressly waive any notice of an Event of Default by STORE in connection with any breach of any obligation undertaken by Lessee in favor of STORE. No provision of this Agreement shall be deemed waived or amended except by a written instrument setting forth the matter waived or amended and signed by the party against which enforcement of such waiver or amendment is sought. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

Section 7.06 Force Majeure. Lessee's obligation to perform under this Agreement, shall be suspended if and so long as the non-performance of such obligation shall be directly caused by a strike, lockout, Act of God, pandemic, supply chain delays, unavailability of construction materials, enemy action, war, national emergency, riot, fire or other similar exigency which is not brought about by the lack of diligence of the non-performing party, and beyond the reasonable control of the non-performing party (the "Force Majeure Event"); *provided, however*, that within fifteen (15) days after the happening of the Force Majeure Event, the non-performing party shall give written notice to all other parties of the existence of and nature of the Force Majeure Event and the steps which the non-performing party has taken or will take to eliminate or overcome the Force Majeure Event; and *provided, further*, that the non-performing party shall exercise reasonable diligence in eliminating and overcoming the Force Majeure Event.

Section 7.07 Security Interest. To secure Lessee's obligations to STORE under this Agreement, Lessee hereby grants to STORE a first and prior security interest, in, on and against all plans, specifications, drawings, architect's agreements, contractor's agreements, licenses, permits and certificates relating to the construction of the Improvements. Lessee authorizes STORE to file financing statements with respect to the security interest of STORE, continuation statements with respect thereto, and any amendments to such financing statements which may be necessitated. Lessee agrees that, notwithstanding any provision in the Uniform Commercial Code in effect in the state to the contrary, Lessee shall not file a termination statement of any financing statement filed by STORE in connection with any security interest granted under this

Agreement if STORE reasonably objects to the filing of such termination statement. Lessee shall do all customary acts and things, shall execute and file all customary instruments (including security agreements, UCC financing statements, continuation statements, etc.) reasonably requested by STORE to establish, maintain and continue the perfected security interest of STORE in the collateral described above, and shall promptly on demand pay all costs and expenses of (a) filing and recording, including the costs of any searches deemed necessary by STORE from time to time to establish and determine the validity and the continuing priority of the security interest of STORE, and (b) all other claims and charges that in the reasonable opinion of STORE are reasonably likely to prejudice, imperil or otherwise materially and adversely affect the collateral described above or security interest therein of STORE. Lessee agrees that a carbon, photographic or other reproduction of a security agreement or financing statement shall be sufficient as a financing statement. STORE is hereby irrevocably appointed Lessee's attorney-in-fact to take any of the foregoing actions requested of Lessee by STORE if Lessee should fail to take such actions, which appointment shall be deemed coupled with an interest.

Section 7.08 Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Agreement (collectively called "Notices") shall be in writing and given by (a) hand delivery, (b) express overnight delivery service, (c) certified or registered mail, return receipt requested or (d) electronic mail message and shall be deemed to have been delivered upon (i) receipt, if hand delivered, (ii) the next Business Day, if delivered by a reputable express overnight delivery service, (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested, or (iv) transmission, if delivered by electronic mail. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to Lessee: Marana Aerospace Solutions, Inc.
24641 Pinal Air Park Road
Marana, AZ 85653
Attention: David T. Querio, President/CEO
Email: dquerio@ascentmro.com

With a copy to: Brownstein Hyatt Farber Schreck, LLP
657 15th Street, Suite 2900
Denver, CO 80202
Attention: Avi B. Loewenstein
Email: ALoewenstein@BHFS.com

If to STORE: STORE Capital Acquisitions, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attention: Angela Donahoe
E-Mail: adonahoe@storecapital.com

With a copy to: Kutak Rock LLP
2001 16th Street, Suite 1800
Denver, CO 80202
Attention: Nathan P. Humphrey, Esq.
Email: nathan.humphrey@kutakrock.com

With a copy to: Fidelity National Title

1 E. Washington St., Ste 450
Phoenix, AZ 85004
Attention: Kelli Vos

or to such other address or such other Person as either party may from time to time hereafter specify to the other party in a notice delivered in the manner provided above. Whenever in this Agreement the giving of Notice is required, the giving thereof may be waived in writing at any time by the Person or Persons entitled to receive such Notice.

Section 7.09 Assignment. The terms and conditions of the Lease shall control with respect to any sale, transfer or assignment of this Agreement by Lessee. Upon the earlier to occur of (i) eighteen (18) months following the Effective Date, and (ii) the Final Disbursement, STORE may sell, transfer or assign this Agreement without the consent of Lessee, and if STORE desires to sell, transfer or assign this Agreement prior to the Final Disbursement, the reasonable prior approval of Lessee shall be required; provided, however, STORE may assign this Agreement without the consent of Lessee at any time following the occurrence and during the continuance of an Event of Default. Upon any unconditional assignment of any of STORE's rights and interests hereunder, and the express assumption by the assignee of STORE's rights and interests hereunder, STORE shall be relieved, from and after the date of such assignment, of liability for the performance of any obligation of STORE contained in this Agreement with respect to such rights and interests; provided, however, that such assignment shall not relieve STORE of any outstanding claims with respect to periods prior to the date of such assignment. Notwithstanding anything to the contrary contained in this Agreement, with respect to any transfer of STORE's interest in this Agreement, such transfer must be made concurrently with a comparable transfer of the lessor's interest under the Lease, and the transferee hereunder must be a reputable entity with the capability of performing STORE's obligations under this Agreement, and able to make the representations of STORE set forth in Section 4.02.

Section 7.10 Time is of the Essence. The parties hereto expressly agree that time is of the essence with respect to this Agreement.

Section 7.11 Non-Business Days. If the date for delivery of a notice or performance of some other obligation of a party falls on a Saturday, Sunday or legal holiday in the State of Arizona, then the date for delivery of such notice or performance shall be postponed until the next Business Day.

Section 7.12 Personal Liability. Notwithstanding anything to the contrary provided in this Agreement, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Agreement by STORE, that (a) there shall be absolutely no personal liability on the part of any shareholder, director, officer, manager, member, officer or employee of Lessee or STORE with respect to any of the terms, covenants and conditions of this Agreement, and (b) the parties waive all claims, demands and causes of action against the opposing party's shareholders, officers, directors, managers, members, employees and agents in the event of any breach by Lessee or STORE of any of the terms, covenants and conditions of this Agreement to be performed by Lessee or STORE.

Section 7.13 Headings; Internal References. The headings of the various sections and exhibits of this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying the express terms and provisions of this Agreement. Unless stated to the contrary, any references to any section, subsection, exhibit and the like contained in this Agreement are to the respective section, subsection, exhibit and the like of this Agreement.

Section 7.14 Entire Agreement. This Agreement and all other Transaction Documents, and all other certificates, instruments or agreements to be delivered hereunder and thereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements, written or oral, between Lessee and STORE with respect to the subject matter of this Agreement.

Section 7.15 Forum Selection; Jurisdiction; Venue. For purposes of any action or proceeding arising out of this Agreement, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the State of Arizona. Lessee consents that it may be served with any process or paper by registered mail or by personal service within or without the State of Arizona in accordance with applicable law. Furthermore, Lessee waives and agrees not to assert in any such action, suit or proceeding that it is not personally subject to the jurisdiction of such courts, that the action, suit or proceeding is brought in an inconvenient forum or that venue of the action, suit or proceeding is improper. Nothing contained in this section shall limit or restrict the right of STORE or Lessee to commence any proceeding in the federal or state courts located in the state in which the Premises is located to the extent STORE or Lessee deems such proceeding necessary or advisable to exercise remedies available under this Agreement.

Section 7.16 Separability; Binding Effect; Governing Law. Each provision hereof shall be separate and independent, and the breach of any provision by STORE or Lessee shall not discharge or relieve STORE or Lessee from any of its obligations hereunder. Each provision hereof shall be valid and shall be enforceable to the extent not prohibited by law. If any provision hereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable, the remaining provisions hereof, or the application of such provision to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby. Subject to the provisions of Section 7.11, all provisions contained in this Agreement shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, any United States trustee, any debtor-in-possession or any trustee appointed from a private panel, in each case to the same extent as if each successor and assign were named as a party hereto. This Agreement shall be governed by, and construed with, the laws of the State of Arizona, without giving effect to its conflict of laws principals.

Section 7.17 Survival. All representations, warranties, agreements, obligations and indemnities of Lessee and STORE set forth in this Agreement shall survive the execution hereof. Notwithstanding anything herein to the contrary, following final completion of the Improvements and STORE's disbursement of the Final Disbursement, Lessee shall have no further obligations under this Agreement (except for any current indemnity obligations which remain unpaid), and any obligations of Lessee with respect to the Improvements shall be governed by the Lease.

Section 7.18 Waiver of Jury Trial and Certain Damages. THE PARTIES HERETO SHALL AND THEY HEREBY DO INTENTIONALLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY CLAIM OR INJURY OR DAMAGE RELATED THERETO. THE PARTIES FURTHER WAIVE THE RIGHT TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

Section 7.19 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Furthermore, the undersigned agree that transmission of a fully executed copy of this Agreement via e-mail in a “.pdf” or other electronic format shall be deemed transmission of the original Agreement for all purposes.

Section 7.20 STORE’s Relationship to Others. STORE is not a partner or joint venturer in any manner whatsoever with Lessee or any other party in the construction of the Improvements. STORE shall not be responsible for the solvency of any company issuing any policy of insurance pursuant to any of the Development Documents whether or not approved by it, or for the collection of any amounts due under any such policy, and shall be responsible and accountable only for such money as may be actually received by it, and then only in accordance with the terms of the Development Documents.

Section 7.21 Indemnification. Except for the gross negligence or willful misconduct of any Indemnified Party, Lessee agrees to indemnify, hold harmless and defend STORE and its respective directors, officers, shareholders, employees, successors, assigns, agents, lenders, contractors, subcontractors, experts, licensees, affiliates, mortgagees, trustees and invitees, as applicable (collectively, the “Indemnified Parties”), from and against any and all actual claims, demands, causes of action, suits, proceedings, losses, costs, claims, liabilities, damages (expressly excluding special, exemplary, consequential and punitive damages, unless special, exemplary, consequential or punitive damages, as applicable, are asserted against STORE by a third party) and out-of-pocket costs and expenses, including, without limitation, attorneys’ fees caused by, incurred or resulting from the breach of any of the representations, warranties, covenants, agreements or obligations of Lessee, its officers, employees, agents or other Persons, set forth in this Agreement (including but not limited to those representations set forth in each Request for Disbursement).

Section 7.22 Lease Agreement. This Agreement is subject to the terms and provisions of the Lease and the terms and provisions of the Lease are hereby incorporated by this reference; provided, however, in the event of a conflict between the terms of the Lease and the terms hereof, the terms hereof shall control. The obligations of STORE hereunder may be satisfied by Lessor.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, STORE and Lessee have entered into this Agreement as of the date first above written.

STORE:

STORE CAPITAL ACQUISITIONS, LLC, a
Delaware limited liability company

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, STORE and Lessee have entered into this Agreement as of the date first above written.

LESSEE:

MARANA AEROSPACE SOLUTIONS, INC. d/b/a
Ascent Aviation Services, an Oregon corporation

By: _____

Name: _____

Title: _____

EXHIBIT A
DEFINED TERMS

“*AIA*” means the American Institute of Architects.

“*ALTA*” means the American Land Title Association.

“*Applicable Cap Rate*” has the meaning set forth in Section 3.02(a)(vi).

“*Applicable Requirements*” means any and all (i) zoning requirements, (ii) covenants, conditions, restrictions and easements now or hereafter of record, (iii) association or other rules and regulations, (iv) setback lines, (v) applicable public or private use restrictions, or (v) other restrictions or regulations, which are applicable to Lessee or to the Premises, or to the use, manner of use, occupancy, possession, improvement, operation, maintenance, alteration, repair or restoration of the Premises, even if compliance therewith necessitates structural changes or improvements or results in interference with the use or enjoyment of the Premises.

“*Architect’s Agreement*” means the agreement between Lessee and Lessee’s Architect for the performance of architectural services in connection with the construction of the Improvements pursuant to AIA form B141 or B151, with such changes to such form as STORE may require and/or approve, or pursuant to such other form as STORE may approve.

“*As-Built Survey*” means an ALTA survey depicting the completed Improvements, which survey shall be prepared and certified in accordance with STORE’s Standard Survey Requirements, including, without limitation, the Minimum Standard Detail Requirements and Classifications for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS in 2021, as revised from time to time, including such Table A items as STORE shall require and depicting the location of all utilities located on or immediately adjacent to the Land.

“*Budget*” means the detailed budget for the Development Price prepared by Lessee and/or Lessee’s Architect, allocating the Development Price to specific items of Hard Costs, Soft Costs, Development Fee, and other categories, as the same may be amended, modified or supplemented with the consent of STORE, which Budget shall not exceed the amount of the Construction Funds. STORE hereby approves the Budget attached hereto as Exhibit C.

“*Business Day*” means a day on which banks located in Scottsdale, Arizona are not required or authorized to remain closed.

“*Change Orders*” means any amendments, modifications or supplements to the Contract Documents, accompanied by a certificate of Lessee outlining the impact of the amendment or modification on the Development Price and the Budget, which amendments or modifications are subject to the prior approval of STORE (except as set forth in Section 3.03), which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be subject to the Deemed Consent Requirements.

“*Completion Date*” has the meaning set forth in Section 2.02.

“*Construction Funds*” has the meaning set forth in Section 2.01.

“*Contract Documents*” means the Architect’s Agreement (including the final drawings, specifications and other agreements and schedules for the construction of the Improvements prepared by Lessee’s Architect) and the General Contract, together with all amendments and modifications thereof and supplements thereto made by Change Orders, all of which agreements and items are subject to the approval of STORE (except as set forth herein), which approval shall not be unreasonably withheld, conditioned or delayed, and which approval shall be subject to the Deemed Consent Requirements.

“*CSI*” means Construction Specifications Institute.

“*Deemed Consent Requirements*” means the occurrence of the following conditions (i) Lessee shall have submitted to STORE, in accordance with the terms hereof, a written request for consent or approval to a matter for which STORE’s consent or approval is required hereunder, which request states the following in bold-face capital letters in no less than 14-point font: **“NOTICE: THIS IS A REQUEST FOR CONSENT UNDER THE DISBURSEMENT AGREEMENT DATED AS OF MAY [], 2024, BETWEEN STORE CAPITAL ACQUISITIONS, LLC AND MARANA AEROSPACE SOLUTIONS, INC. FAILURE TO RESPOND TO THIS REQUEST WITHIN FIFTEEN (15) BUSINESS DAYS MAY RESULT IN THE REQUEST BEING DEEMED GRANTED”** and is accompanied by such documents and information reasonably required to review the request for consent; and (ii) STORE shall have failed to provide a substantive response to such request for approval or consent either granting such request, denying such request, or identifying any additional information required to either grant or deny such request, within such fifteen (15) Business Day period. Notwithstanding the foregoing, in no event shall the Deemed Consent Requirements apply to any request by Lessee for additional Construction Funds or any other increase in the obligations of STORE hereunder.

“*Development Documents*” means this Agreement, the Lease, the Title Policy, the Architect’s Agreement, the General Contract and all affidavits, certifications and other documents and instruments delivered to or required by STORE to evidence the Disbursements, as from time to time amended or supplemented.

“*Development Fee*” means the amount set forth in the approved Budget, which represents a 10% development fee payable to Lessee or an affiliate of Lessee based upon actual project costs, which Development Fee shall be payable in accordance with Section 3.08 hereof.

“*Development Price*” means an amount equal to the sum of (i) the Hard Costs, (ii) the Soft Costs, (iii) the Development Fee, and (iv) and such other amounts as may be advanced by STORE pursuant to the terms of this Agreement, but in no event greater than the amount of the Construction Funds.

“*Disbursement Date*” means the date of a Disbursement.

“Disbursements” means disbursements of the Construction Funds by STORE pursuant to this Agreement. The Disbursements shall consist of the Reimbursement Disbursement, the First Disbursement, the Interim Disbursements, and the Final Disbursement.

“Event of Default” means an event of default as defined in Section 6.01.

“Final Disbursement” means the final Disbursement to be made within 10 Business Days of the Request for Disbursement if approved by STORE and no later than 90 days of the Completion Date, which Final Disbursement shall be subject to the satisfaction of the conditions set forth in Section 3.02 of this Agreement.

“First Disbursement” means the first Disbursement to be made by STORE following disbursement of the Reimbursement Disbursement and the satisfaction of the applicable conditions for Disbursement set forth in Section 3.02 of this Agreement.

“Force Majeure Event” has the meaning set forth in Section 7.06.

“General Contract” means the construction contract between Lessee and General Contractor for the development of the Land and the construction of the Improvements, for a stipulated amount or guaranteed maximum price, pursuant to AIA form A101 or A102, with such changes to such form as STORE may require and/or approve, or pursuant to such other form as STORE may approve.

“General Contractor” means the general contractor named in the General Contract.

“Ground Lessor” has the meaning set forth in the Lease.

“Governmental Authority” means the United States of America, the state in which the Land is located, the state under the laws of which STORE or Lessee is organized or doing business, any political subdivision of any of them and any court, agency, department, commission, board, bureau or instrumentality of any of them.

“Hard Costs” means the total of all costs and expenses, other than the Soft Costs, relating to the construction of the Improvements as identified in the Budget. Costs for materials and supplies related to the Improvements shall not be approved “Hard Costs” until such time as the materials and supplies are permanently delivered to the Premises (unless stored at an off-site location approved by STORE, in accordance with the Stored Materials Conditions). Costs for materials and supplies that are located offsite from the Premises shall not constitute “Hard Costs” hereunder.

“Improvements” means the improvements to be constructed upon the Land in accordance with the Contract Documents.

“Indemnified Parties” has the meaning set forth in Section 7.21.

“Insurance Policies” means insurance policies as described in, and providing the insurance required by, the Lease and this Agreement.

“Interim Disbursements” means the Disbursements made subsequent to the First Disbursement and prior to the Final Disbursement, and following the satisfaction of the applicable conditions for Disbursement set forth in Section 3.02 of this Agreement. Interim Disbursements will only be made with the prior written consent of STORE.

“Land” means the parcel or parcels of real estate legally described in Exhibit B attached hereto, and all rights, privileges and appurtenances associated therewith and all improvements located thereon as of the date hereof.

“Lease” has the meaning set forth in Section 2.01.

“Lessee” has the meaning set forth in Introductory Paragraph.

“Lessee’s Architect” means the architect named in the Architect’s Agreement.

“Lessor” has the meaning set forth in Section 2.01.

“Material Change Order” means a Change Order (i) which exceeds 5% of the Construction Funds applicable to the Budget line item, (ii) which exceeds 10% of the Construction Funds collectively when combined with all prior Material Change Orders, or (iii) causes the Budget to not be in “in balance” in pursuant to Section 3.03.

“Minimum Draw Amount” has the meaning set forth in Section 3.05.

“NSPS” means the National Society of Professional Surveyors, Inc.

“Notices” has the meaning set forth in Section 7.08.

“Permitted Encumbrance” means, collectively, (i) all liens, encumbrances and other matters set forth on the Title Policy, (ii) liens, if any, for taxes imposed by any Governmental Authority not yet due or delinquent or that are being contested in accordance with the terms hereof, (iii) any workers’, mechanics’ or other similar liens on the Premises so long as any such lien is being contested in accordance with the terms hereof, (iv) statutory liens of carriers that arise under applicable law when the carrier takes possession of the applicable goods, (v) the Lease and the Ground Lease (and any encumbrances permitted under the Lease and/or the Ground Lease, and (vi) such other title and survey exceptions as STORE has approved or may approve in writing in STORE’s reasonable discretion.

“Person” means any individual, partnership, corporation, limited liability company, trust, unincorporated organization, Governmental Authority, or any other form of entity.

“Premises” means the Land and the Improvements.

“Progress Inspector” has the meaning set forth in Section 2.08.

“Project” has the meaning set forth in Section 3.05.

“*Project-Related Costs*” means all direct and indirect costs and expenses of constructing the Project in accordance with the terms hereof, including, without limitation, the Hard Costs and Soft Costs to construct and complete the Improvements, including adequate contingency amounts, the Development Fee, and such other items set forth on the approved Budget.

“*Punchlist Items*” means, collectively, minor or insubstantial details of construction, decoration, mechanical adjustment or installation, the non-completion of which does not prevent the use and occupancy of the Project for its intended purposes.

“*Reimbursement Disbursement*” has the meaning set forth in Section 3.01(c).

“*Request for Disbursement*” means a properly completed statement in the form attached hereto as Exhibit D, certified to STORE by Lessee and delivered to STORE. Each Request for Disbursement shall include invoices sufficient in the reasonable judgment of STORE to substantiate all costs which are to be paid from the requested Disbursement and such lien waivers and/or affidavits and other information as Title Company may require in order to issue an update or endorsement to the Title Policy requested by STORE.

“*Requirements of Governmental Authority*” means any law, ordinance, order, rule or regulation of a Governmental Authority applicable to the Project.

“*Retainage*” has the meaning set forth in Section 3.01(d).

“*Site, Utility and Building Plans*” means the site, utility and building plans delivered to STORE, which Site, Utility and Building Plans shall depict the Improvements and the utilities to be constructed pursuant to the Contract Documents.

“*Soft Costs*” means certain fees, costs and expenses relating to the construction of the Improvements as identified in the Budget as soft costs, including, without limitation, the cost of title insurance, the reasonable attorneys’ fees of Lessee, the cost of surveys, stamp taxes, transfer taxes, disbursement fees, escrow and recording fees and the reasonable fees and expenses of Lessee’s Architect, which shall be approved as to category and amount by STORE in its (i) reasonable discretion to the extent such fees, costs and expenses do not exceed the aggregate amount of Soft Costs shown in the Budget and (ii) sole discretion to the extent such fees, costs and expenses exceed the aggregate amount of Soft Costs shown in the Budget.

“*State*” means the state where the Premises is located.

“*STORE*” has the meaning set forth in Introductory Paragraph.

“*STORE Event of Default*” has the meaning set forth in Section 6.03.

“*Stored Materials*” means construction materials constituting part of the Improvements to be supplied and/or constructed by Rubb Building Systems and Constructable, but not yet incorporated into the Premises.

“*Stored Materials Conditions*” means, in respect of any Stored Materials:

(a) Lessee shall deliver to STORE (i) bills of sale or other evidence reasonably satisfactory to STORE of STORE's title in and to such Stored Materials, and (ii) evidence of the cost of, and, subject to the payment therefor (which payment in full shall occur prior to or promptly after the disbursement of an Disbursement for such materials), STORE's title in and to such Stored Materials;

(b) no deposit shall be in an amount greater than _____% of the full cost of the Stored Materials for which such deposit is made;

(c) the aggregate value of the amount of Stored Materials and any deposits therefor shall not exceed the Stored Materials/Deposits Cap;

(d) the Stored Materials are stored at the Premises or at such other third-party owned and operated site as STORE shall reasonably approve in writing;

(e) Lessee shall cause the Stored Materials to be secured and be responsible for their safekeeping;

(f) within five (5) Business Days following the end of each calendar month, Lessee shall provide STORE with a report detailing the outstanding amount and location of Stored Materials and STORE shall have the right to inspect the Store Materials and audit the monthly report;

(g) the Stored Materials shall constitute part of the Improvements and the Property upon complete installation; and

(h) all lien rights or claims of the supplier will be released upon full payment.

"*Stored Materials/Deposits Cap*" means a portion of the _____ line item in the Budget, which shall not exceed _____% of the Development Price.

"*Title Company*" means Fidelity National Title Insurance Company located in Phoenix, Arizona.

"*Title Policy*" means the owner's policy of title insurance issued to STORE by Title Company in connection with STORE's acquisition of the Premises, as such Title Policy shall be updated and endorsed from time to time as contemplated by this Agreement and all other agreements between STORE and Title Company with respect to the subject matter of this Agreement.

"*Transaction Documents*" means this Agreement and the Lease.

"*Treasury Yield*" shall mean the U.S. Treasuries 10-Year Yield Rate, as published on the Chatham Financial Website or any other similar website as determined by STORE in its reasonable discretion.

EXHIBIT B
DESCRIPTION OF LAND AND PREMISES

Street Address:

24641 E. Pinal Air Park Road, Marana, AZ 85653

Legal Description:

A portion of Sections 32 and 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, as shown on the Record of Survey recorded Fee No. 2015-052516, records of Pinal County, Arizona and described as follows:

COMMENCING at the southeast corner of Section 33, Township 10 South, Range 10 East, Gila and Salt River Meridian, Pinal County, Arizona, said point being a GLO cap on a pipe, from which the South one-quarter corner of said section, said point being a brass cap survey monument, bears South 89 degrees 29 minutes 50 seconds West a distance of 2637.23 feet;

THENCE upon the South line of said Section 33, South 89 degrees 29 minutes 50 seconds West, a distance of 1579.46 feet;

THENCE North 00 degrees 29 minutes 47 seconds West, a distance of 48.91 feet to the POINT OF BEGINNING;

THENCE South 89 degrees 31 minutes 33 seconds West, a distance of 4269.93 feet;

THENCE North 01 degrees 39 minutes 14 seconds West, a distance of 391.63 feet;

THENCE North 87 degrees 53 minutes 09 seconds West, a distance of 502.39 feet;

THENCE North 00 degrees 31 minutes 20 seconds West, a distance of 70.21 feet;

THENCE South 89 degrees 28 minutes 41 seconds West, a distance of 1524.92 feet;

THENCE North 00 degrees 31 minutes 44 seconds West, a distance of 430.86 feet;

THENCE North 89 degrees 28 minutes 16 seconds East, a distance of 860.96 feet;

THENCE South 00 degrees 19 minutes 40 seconds East, a distance of 146.83 feet;

THENCE North 89 degrees 29 minutes 22 seconds East, a distance of 430.93 feet;

THENCE North 00 degrees 32 minutes 02 seconds West, a distance of 669.97 feet;

THENCE North 00 degrees 50 minutes 30 seconds West, a distance of 3680.67 feet;
THENCE South 44 degrees 25 minutes 29 seconds East, a distance of 2462.76 feet;
THENCE South 43 degrees 51 minutes 51 seconds West, a distance of 561.31 feet;
THENCE South 46 degrees 09 minutes 24 seconds East, a distance of 1747.81 feet;
THENCE South 45 degrees 37 minutes 57 seconds East, a distance of 163.28 feet;
THENCE South 89 degrees 26 minutes 53 seconds East, a distance of 752.20 feet;
THENCE South 45 degrees 37 minutes 07 seconds East, a distance of 2260.92 feet to the POINT OF BEGINNING.

Said lease area containing 11,691,920 square feet, or 268.4096 acres of land, more or less.

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

THENCE upon the South line of said Section 33 South 89 degrees 29 minutes 50 seconds West a distance of 150.80 feet;

THENCE North 00 degrees 29 minutes 39 seconds West, a distance of 41.80 feet to the POINT OF BEGINNING;

THENCE North 89 degrees 48 minutes 04 seconds West, a distance of 296.94 feet;

THENCE North 35 degrees 02 minutes 24 seconds West, a distance of 705.06 feet;

THENCE North 57 degrees 00 minutes 26 seconds East, a distance of 256.51 feet;

THENCE North 44 degrees 36 minutes 00 seconds West, a distance of 1005.32 feet;

THENCE North 43 degrees 01 minutes 54 seconds East, a distance of 296.49 feet;

THENCE North 48 degrees 51 minutes 58 seconds West, a distance of 696.56 feet to a point herein after referred to as "Point A";

THENCE North 44 degrees 17 minutes 36 seconds East, a distance of 387.47 feet;

THENCE South 43 degrees 45 minutes 51 seconds East, a distance of 317.87 feet;

THENCE North 45 degrees 36 minutes 54 seconds East, a distance of 295.70;

THENCE South 45 degrees 28 minutes 54 seconds East, a distance of 257.49 feet to a point herein after referred to as "Point B";

THENCE South 43 degrees 21 minutes 14 seconds West, a distance of 226.16 feet;

THENCE South 43 degrees 57 minutes 17 seconds East, a distance of 520.81 feet;

THENCE North 48 degrees 08 minutes 25 seconds East, a distance of 400.50 feet;

THENCE South 55 degrees 12 minutes 03 seconds East, a distance of 222.14 feet;

THENCE South 05 degrees 02 minutes 47 seconds West, a distance of 429.18 feet;

THENCE South 57 degrees 39 minutes 41 seconds East, a distance of 66.15 feet;

THENCE South 10 degrees 33 minutes 29 seconds East, a distance of 186.60 feet;

THENCE South 00 degrees 21 minutes 57 seconds East, a distance of 1033.76 feet;

THENCE South 48 degrees 16 minutes 28 seconds West, a distance of 156.00 feet to the POINT OF BEGINNING.

Said lease area containing 1,849,261 square feet, or 42.4532 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE North 01 degrees 41 minutes 58 seconds West, a distance of 132.54 feet to the POINT OF BEGINNING.

THENCE North 42 degrees 22 minutes 15 seconds West, a distance of 67.28 feet;

THENCE North 44 degrees 35 minutes 26 seconds East, a distance of 39.08 feet;

THENCE South 44 degrees 05 minutes 04 seconds East, a distance of 68.96 feet;

THENCE South 47 degrees 02 minutes 33 seconds West, a distance of 41.09 feet to the POINT OF BEGINNING.

Said lease area containing 2730 square feet, or 0.0627 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

THENCE South 88 degrees 47 minutes 27 seconds West, a distance of 323.07 feet to the POINT OF BEGINNING.

THENCE North 46 degrees 03 minutes 06 seconds West, a distance of 254.86 feet;

THENCE North 45 degrees 26 minutes 43 seconds East, a distance of 271.68 feet;

THENCE South 46 degrees 15 minutes 19 seconds East, a distance of 257.69 feet;

THENCE South 46 degrees 02 minutes 00 seconds West, a distance of 272.68 feet to the POINT OF BEGINNING.

Said lease area containing 69,713 square feet, or 1.6004 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 84 degrees 50 minutes 20 seconds West, a distance of 505.57 feet to the POINT OF BEGINNING.

THENCE North 45 degrees 30 minutes 12 seconds West, a distance of 2667.98 feet;

THENCE North 44 degrees 12 minutes 10 seconds East, a distance of 300.15 feet;

THENCE South 45 degrees 30 minutes 43 seconds East, a distance of 2669.53 feet;

THENCE South 44 degrees 29 minutes 58 seconds West, a distance of 300.55 feet to the POINT OF BEGINNING.

Said lease area containing 801,555 square feet, or 18.4012 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 43 degrees 10 minutes 35 seconds West, a distance of 683.45 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 45 minutes 25 seconds West, a distance of 1579.84 feet to a point herein after referred to as "Point C";

THENCE North 44 degrees 13 minutes 33 seconds East, a distance of 334.75 feet;

THENCE South 46 degrees 29 minutes 48 seconds East, a distance of 224.68 feet;

THENCE North 48 degrees 19 minutes 41 seconds East, a distance of 331.04 feet;

THENCE South 38 degrees 17 minutes 49 seconds East, a distance of 112.29 feet;

THENCE South 44 degrees 22 minutes 30 seconds West, a distance of 147.15 feet;

THENCE South 45 degrees 25 minutes 20 seconds East, a distance of 169.70 feet;

THENCE North 45 degrees 00 minutes 07 seconds East, a distance of 82.32 feet;

THENCE South 44 degrees 13 minutes 40 seconds East, a distance of 155.19 feet;

THENCE South 43 degrees 31 minutes 57 seconds West, a distance of 236.98 feet;

THENCE South 45 degrees 06 minutes 44 seconds East, a distance of 136.98 feet;

THENCE South 44 degrees 09 minutes 43 seconds West, a distance of 207.06 feet;

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;

THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;

THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;

THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;

THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;

THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

Said lease area containing 492,752 square feet, or 11.3120 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point C";

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;

THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;

THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;

THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;

THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

Said lease area containing 35,477 square feet, or 0.8144 acres of land, more or less.

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

THENCE North 09 degrees 32 minutes 35 seconds West, a distance of 2019.03 feet to the POINT OF BEGINNING;

THENCE North 45 degrees 32 minutes 08 seconds West, a distance of 196.23 feet;
THENCE South 47 degrees 34 minutes 01 seconds West, a distance of 86.18 feet;
THENCE North 45 degrees 35 minutes 08 seconds West, a distance of 209.26 feet;
THENCE South 49 degrees 36 minutes 49 seconds West, a distance of 42.71 feet;
THENCE North 45 degrees 21 minutes 28 seconds West, a distance of 227.54 feet;
THENCE North 45 degrees 06 minutes 45 seconds East, a distance of 259.01 feet;
THENCE South 45 degrees 28 minutes 37 seconds East, a distance of 424.57 feet;
THENCE North 45 degrees 22 minutes 31 seconds East, a distance of 118.26 feet;
THENCE South 47 degrees 44 minutes 48 seconds East, a distance of 109.16 feet;
THENCE North 45 degrees 15 minutes 12 seconds East, a distance of 66.70 feet;
THENCE South 45 degrees 39 minutes 00 seconds East, a distance of 106.13 feet;
THENCE South 44 degrees 33 minutes 01 seconds West, a distance of 319.81 feet to the POINT OF BEGINNING.

Said lease area containing 164,194 square feet, or 3.7694 acres of land, more or less.

Said total combined lease area containing 15,107,602 square feet, or 346.8229 acres of land, more or less.

And:

A PARCEL OF LAND LOCATED IN SECTION 33 TOWNSHIP 10 SOUTH, RANGE 10 EAST OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA AND BEING A PORTION OF THE PINAL COUNTY AIR PARK AS DESCRIBED IN QUIT CLAIM DEED BETWEEN THE UNITED STATES OF AMERICA AND PINAL COUNTY, ARIZONA DATED 17 JUNE 1948, RECORDED IN BOOK 85 OF DEEDS, PAGE 389 IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 1-½ INCH CAPPED PIPE STAMPED "PACIFIC U.S.E.D." MARKING THE NORTHEASTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK FROM WHICH A ½ INCH REBAR WITH TAG STAMPED "LS 21787" MARKING THE NORTHWESTERLY MOST PROPERTY CORNER OF SAID PINAL COUNTY AIR PARK, BEARS SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST AT A DISTANCE OF 10592.70 FEET;

THENCE ALONG THE NORTH LINE OF SAID PINAL AIR PARK, SOUTH 89 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 2174.27 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 29 MINUTES 39 SECONDS EAST A DISTANCE OF 2779.07 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 45 DEGREES 29 MINUTES 00 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 44 DEGREES 43 MINUTES 49 SECONDS WEST A DISTANCE OF 770.93 FEET;

THENCE NORTH 45 DEGREES 29 MINUTES 36 SECONDS WEST A DISTANCE OF 198.02 FEET;

THENCE NORTH 44 DEGREES 36 MINUTES 11 SECONDS EAST A DISTANCE OF 116.40 FEET

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 408.84 FEET;

THENCE NORTH 44 DEGREES 25 MINUTES 03 SECONDS EAST A DISTANCE OF 211.35 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 36 SECONDS WEST A DISTANCE OF 78.60 FEET;

THENCE SOUTH 44 DEGREES 25 MINUTES 03 SECONDS WEST A DISTANCE OF 201.36 FEET;

THENCE NORTH 45 DEGREES 34 MINUTES 57 SECONDS WEST A DISTANCE OF 322.59 FEET;

THENCE NORTH 44 DEGREES 12 MINUTES 16 SECONDS EAST A DISTANCE OF 620.68 FEET;

THENCE NORTH 80 DEGREES 46 MINUTES 02 SECONDS EAST A DISTANCE OF 31.36 FEET TO THE **POINT OF BEGINNING**.

EXHIBIT C
COPY OF BUDGET

See Attached.

Hangar and Tooling Forecast

Shaded font = payment made
Black font = projected payment

I. FACILITIES

	Total Planned	Prior to 2024	JAN24	FEB24	MAR24	APR24	Spent To date	At Closing	Thru Closing	Remaining at Closing	MAY24	JUN24	JUL24	AUG24	SEP24	OCT24	NOV24	Total	
A. Lease Related Facility Expenditures																			
Hard Costs																			
Constructable LLC	32,590,399																		
Change order [New Buildings]																			
Change order [Warehouse removal]	(2,300,000)																		
Adjusted Constructable Maximum	30,290,399	2,212,806	700,000	1,759,040	193,586	4,865,432	4,865,432	4,865,432	25,424,968	3,489,281	3,489,281	3,489,281	3,489,281	3,489,281	3,489,281	3,489,281	3,489,281	30,290,399	
RUBB INC	7,948,013	5,895,013				704,987	6,600,000	6,600,000	1,348,013	595,778								752,235	7,948,013
RUBB INC - Hangar 2	9,520,000	476,000			1,000,000	124,071	1,600,071	1,600,071	7,919,929	4,746,303								3,173,626	9,520,000
BIG LOGISTICS	91,425	52,100					52,100	52,100	36,225	-								36,225	91,425
Ellison-Mills Construction LLC	6,408	6,408					6,408	6,408	-	-								-	6,408
HARVEY TRUCKING	2,853	2,853					2,853	2,853	-	-								-	2,853
Smith Ranch Steel (Auxiliary Building)	1,200,000	-			12,950		12,950	-	-	1,200,000		600,000			300,000			300,000	1,200,000
POWERLINE CONTRACTORS WEST INC	12,950	-					12,950	-	-	-								-	12,950
Subtotal - Hard Costs	49,072,648	8,645,179	700,000	1,759,040	1,012,950	1,022,644	13,139,813	13,139,813	35,932,235	8,831,362	4,089,281	3,889,281	3,489,281	3,489,281	3,789,281	3,889,281	7,954,467	49,072,648	
Soft Costs																			
Geotech, Inc.	36,300	36,300					36,300	36,300	-	-								-	36,300
HYDRO GEO CHEM INC	7,379	7,379					7,379	7,379	-	-								-	7,379
SWCA, Incorporated	5,350	5,350					5,350	5,350	-	-								-	5,350
ALTA SURVEY, LLC dba ALTA ARIZONA	4,600	4,600					4,600	4,600	-	-								-	4,600
J.A. Watts, Inc.	396,316	-	39,773	48,543			88,316	308,000	110,000		110,000						88,000	-	396,316
STORE Capital Acquisitions, LLC	32,000	-					32,000	32,000	-	-								-	32,000
CROSSROADS MANAGEMENT GROUP	6,400	6,400					6,400	6,400	-	-								-	6,400
Tiercon	95,000	-					-	-	95,000	-								95,000	95,000
Subtotal - Soft Costs	583,345	60,029	35,773	80,543	-	-	180,345	180,345	403,000	110,000	-	110,000	-	-	88,000	-	95,000	583,345	
Total Construction Costs (Before Development Fee)	49,655,993	8,705,208	735,773	1,839,583	1,012,950	1,022,644	13,320,158	13,320,158	36,335,235	8,941,362	4,089,281	3,999,281	3,489,281	3,789,281	3,977,281	8,049,467	49,655,993		
Development Fee	4,965,539								1,489,662	1,489,662	3,479,878	993,108		1,241,385			1,241,385		4,965,539
% Development Fee	10%																		
Total - CAPEX Financed by Lease	54,621,532	8,705,208	739,773	1,839,583	1,012,950	1,022,644	13,320,158	14,809,820	39,815,112	9,934,470	4,089,281	3,999,281	4,730,666	3,789,281	3,977,281	6,290,852	54,621,532		
Calculation of Development Fee																			
Cumulative Spend Before Development Fee		8,705,208	9,444,981	11,284,564	12,297,514	13,320,158	13,320,158	13,320,158	36,335,235	22,261,520	26,350,801	30,350,082	33,839,364	37,628,645	41,605,926	49,655,993			
% Completed			30%	30%	30%	30%	30%	30%	27%	41%	57%	61%	68%	70%	84%	100%			
% Development Fee Paid (\$3.08 Dev Agmt)									30%	27%	20%	57%	61%	25%			25%		100%
B. Other Hangar Expenditures (Capitalized)																			
RACY ASSOCIATES, INC.	52,500	22,500	7,500	7,500		7,500	45,000	45,000	7,500	7,500									52,500
Closing Costs not Financed	3,400,000	-					-	3,400,000	3,400,000	-									3,400,000
In House Labor & Materials	350,000	8,501	40,371	33,855	38,172	127,631	248,529	248,529	101,471	15,000	10,000	10,000	10,000	10,000	10,000	10,000	36,471	350,000	
Newmark Partners LP	4,717	4,717					4,717	4,717	-	-								-	4,717
Brownstein Hyatt Farber Schreck	36,391	1,121		14,436		20,834	36,391	36,391	-	-								-	36,391
Conex rental (storage containers)	38,033				5,033	615	5,648	5,648	32,385	5,000	5,000	6,000	6,000	6,000	6,000			4,385	38,033
Other	300,000	227,000	(0)			4,522	231,522	231,522	68,848	10,000	10,000	10,000	10,000	10,000	10,000	10,000		8,848	300,000
Total - Other Facilities CAPEX	4,181,641	263,839	47,871	53,790	43,205	160,732	571,437	3,406,960	3,971,437	210,294	37,500	25,000	26,000	26,000	26,000	26,000	49,704	4,181,641	
C. Total - Facilities CAPEX	58,803,173	8,969,047	787,644	1,893,373	1,056,155	1,183,376	13,891,595	14,886,962	38,786,549	9,211,754	4,114,281	4,024,281	4,756,666	3,815,281	3,997,281	6,340,556	58,803,173		
II. TOOLING (not financed by Lease)																			
Expenditures to Date																			
Rokid Inc	1,964,278	596,265					596,265	596,265	1,368,013	340,064	340,064	340,064	347,821						1,964,278
Rokid Inc - Additional Specialized Tooling	246,305	-				73,892	73,892	73,892	172,413	43,103	43,103	43,103	43,103						246,305
Alex Tech	1,891,914	623,120					623,120	623,120	1,268,794	44,534	408,080	408,080	408,080						1,891,914
Hadi Technologies Ltd	677,674	-	203,302				203,302	203,302	474,372	189,748									677,674
G.W. Daru Engineering	144,500	-			43,350		43,350	43,350	101,150	65,025									144,500
Shamir Tools	330,820	-			99,396		99,396	231,424	148,869						82,555				330,820
Aviation Technical Services GDL	195,000	-	195,000				195,000	195,000	-	-									195,000
Nestgen Aero Support, LLC	67,880	-	33,840				33,840	33,840	-	-								33,840	67,880
Nestgen Aero Support, LLC	241,580	241,580					241,580	241,580	-	-									241,580
Nestgen Aero Support, LLC	130,000	130,000					130,000	130,000	-	-									130,000
British International	200,964	187,019					187,019	200,964	-	-									200,964
British International	180,467	-			180,467		180,467	180,467	-	-									180,467
Danielis Manufacturing Corp. (DMC)	52,399	-			40,349		40,349	40,349	12,050	12,050									52,399
TRAVEL EXPENSE	329,000	-			10,000		10,000	10,000	319,000	159,000	159,000								329,000
Soleno - Platforms APT (shipment 1)	360,000	-				216,000	216,000	216,000	144,000	108,000				36,000					360,000
Soleno - Platforms APT (shipment 2)	360,000	-					-	-	360,000							216,000	144,000		360,000
Soleno - Platforms MID (shipment 1)	603,000	-				361,800	361,800	361,800	241,200	180,900				60,300					603,000
Soleno - Platforms MID (shipment 2)	603,000	-					-	-	603,000							361,000	242,000		603,000
Soleno - Platforms FWD (shipment 1)	180,000	-					-	-	180,000	108,000			54,000			18,000			180,000
Soleno - Platforms FWD (shipment 2)	180,000	-					-	-	180,000							108,000	72,000		180,000
Platforms Drawing Fee	100,000	-					-	-	100,000									100,000	100,000
ATC Replacement	22,439	-					-	-	22,439		22,439								22,439
Freight - Soleno Platforms	133,700	-					-	-	133,700	22,283	22,283	22,283	22,283	22,283	22,283	22,283	22,283		133,700
Additional Equipment	267,861	10,172	21,596		493		32,261	32,261	235,600	48,877		5,146	118,681	48,877	3,508	10,511			267,861
Total - Tooling CAPEX	9,462,582	1,788,156	483,738	323,213	90,842	665,637	3,281,587	3,281,587	6,180,995	168,927	1,323,666	1,022,677	1,345,170	870,736	718,791	634,634	8,462,582		

III. Ascent

EXHIBIT D

FORM OF REQUEST FOR DISBURSEMENT

To: STORE Capital Acquisitions, LLC ("STORE")

From: Marana Aerospace Solutions, Inc. ("Lessee")

Re: Pinal Air Park, Marana, AZ

Draw Request No. _____

Date: _____

The undersigned authorized representative of Lessee hereby requests that, pursuant to that certain Disbursement Agreement dated _____, 2024, ("Disbursement Agreement"), STORE disburse to Lessee the following amounts for the construction work at the above-referenced site for the period beginning _____, 202__ and ending _____, 202__. Lessee has attached substantiation of all of the following hard costs (AIA forms G702 and G703) and soft costs (invoices for each line item).

HARD COSTS (This Application Only):

General Contractor

See AIA forms G702 and G703 attached hereto and incorporated herein by this reference \$ _____

SUBTOTAL OF HARD COSTS: \$ _____

Less Retainage (5%) Withheld (or greater amount required in contract) \$ _____

Retainage to be Paid \$ _____

TOTAL HARD COST DRAW: \$ _____

SOFT COSTS (This Application Only):

(Complete all that apply)

- _____ (Legal Fees) \$ _____
- _____ (B/R Insurance) \$ _____
- _____ (Architectural) \$ _____
- _____ (Soils Testing) \$ _____
- _____ (Survey) \$ _____
- _____ (Cons. Consult.) \$ _____
- _____ (Contingency) \$ _____
- _____ (Other) \$ _____
- _____ (Lessee Fee) \$ _____

(Attach statement for additional soft costs)

SUBTOTAL OF SOFT COSTS \$ _____

TOTAL DISBURSEMENT REQUEST: \$ _____

Lessee is directing STORE to wire the current disbursement to the following payee(s) (each, a "Payee"). In connection therewith, Lessee has confirmed, and shall be solely responsible for the accuracy of, the wire instructions listed below are the current and accurate wire instructions of each Payee.

Payment to be sent to: Payee Name: _____
Website: _____
Account Name: _____ \$ _____
Bank Name: _____
Routing No.: _____
Bank Account No. _____

The individuals noted below are authorized and available to verbally confirm the wire instructions for _____ (Payee Name) by phone, prior to funding:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

Payment to be sent to: Payee Name: _____
Website: _____
Account Name: _____ \$ _____
Bank Name: _____
Routing No.: _____
Bank Account No. _____

The individuals noted below are authorized and available to verbally confirm the wire instructions for _____ (Payee Name) by phone, prior to funding:

Name: _____	Name: _____
Title: _____	Title: _____
Phone: _____	Phone: _____
E-mail: _____	E-mail: _____

Reference is made to that certain Lease Agreement dated as of _____, 2024, between STORE _____, LLC and Lessee (as the same may be further amended or otherwise modified from time to time, the "Lease"). Capitalized terms used herein without definition shall have the meanings set forth in the Disbursement Agreement, unless the context shall require otherwise.

Lessee requests that STORE disburse proceeds from the Construction Funds in the amounts and for the Improvements stated in the attached Schedule 1 (the "Draw Request").

In connection with such requested disbursement, Lessee hereby represents, warrants and certifies to STORE as of the date hereof as follows:

1. No "Event of Default" presently exists under the Disbursement Agreement or the Lease, and each of the Disbursement Agreement and the Lease is in full force and effect.

2. All of the representations and warranties of Lessee under the Disbursement Agreement and the Lease are hereby remade and restated and are true and correct in all material respects.

3. With respect to the requested Construction Funds:

(a) Lessee has satisfied all conditions precedent to the disbursement of the Construction Funds as set forth in the Disbursement Agreement;

(b) The sum of all amounts expended for the Improvements identified on the Draw Request does not exceed the total amount budgeted for such Improvements; and

(c) All contractors, subcontractors, vendors, materialmen and other Persons entitled to payment with respect to the Improvements for which the Construction Funds are being requested have been paid or will be paid with the proceeds of the requested the Construction Funds.

4. All insurance required to be maintained by Lessee under the Disbursement Agreement and the Lease remains in full force and effect, and each is of the type and in the amount, and issued by insurers, as previously approved by STORE.

5. With respect to any Improvement for which the Construction Funds are being requested in the Draw Request:

(a) All such Improvements have been made in a good and workmanlike manner and in compliance with all applicable permits, authorizations and Legal Requirements (as defined in the Lease);

(b) No Improvement impairs the safety or structural integrity of the applicable building or structure upon which it is located; and

(c) Attached to the Draw Request are supporting invoices of each such contractor, subcontractor, vendor, materialman or other Person with respect to the work and/or materials as to which a disbursement of the Construction Funds is being requested.

LESSEE:

MARANA AEROSPACE SOLUTIONS, INC. d/b/a
Ascent Aviation Services, an Oregon corporation

By: _____

Name: _____

Title: _____