

## PURCHASE AND SALE AGREEMENT

**THIS PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of May \_\_\_\_, 2024 (the "Effective Date"), by and between **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Buyer"), and **MARANA AEROSPACE SOLUTIONS, INC.** d/b/a Ascent Aviation Services, an Oregon corporation ("Seller"). 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

#### PURCHASE OF PROPERTY

**Section 1.01. Agreement To Purchase.** Seller is the current ground lessee under the Ground Lease. Buyer agrees to take an assignment of Seller's interest as ground lessee under the Ground Lease from Seller, and Seller agrees to assign to Buyer, all of Seller's right, title and interest as ground lessee under the Ground Lease (the "Transaction"), subject to and in accordance with the terms, conditions and stipulations set forth in this Agreement, which assignment shall include, Sellers' right, title and interest under the Ground Lease to (a) the real property as more particularly described on Exhibit B attached hereto (the "Real Property"), and (b) Seller's interest under the Ground Lease, if any, in (i) any and all improvements, appurtenances and fixtures, except for those fixtures identified on Schedule 1 attached hereto and incorporate herein, located on the Real Property; and (ii) all of the rights, title, benefits, privileges, easements, tenements, hereditaments, and appurtenances on or in any way granted to Seller pursuant to the Ground Lease (all of the foregoing items in clauses (a) through (b) above, now or hereafter existing, collectively, the "Property"). In no event shall the Property include any personal property of Seller either now owned or hereinafter acquired.

**Section 1.02. Purchase Price.** The purchase price to be paid by Buyer to Seller for the Property is \$18,500,000.00 (the "Purchase Price"). The Purchase Price shall be paid by Buyer in immediately available federal funds at Closing.

#### **Section 1.03. Lease of Property.**

(a) **Ground Lease.** On or before the Closing Date, Ground Lessor and Seller shall agree upon the Ground Lease Amendment.

(b) **Lease Agreement.** On or before the Closing Date, Seller and Buyer shall agree upon the lease agreement to be entered into at Closing, pursuant to which Buyer shall sublease the Property to Seller, at an initial base rent of \$1,609,500 per annum (subject to increase based upon any construction disbursement under the Disbursement Agreement at Closing), triple net, for an initial term of twenty-five (25) years, with two (2) options to renew for ten (10) years each and one (1) option to renew for five (5) years (subject to modification as reasonably necessary to align the extension options with the term of the Ground Lease), and with certain restrictions on Buyer's ability to transfer, amend, modify, terminate or renew the Ground Lease so long as Seller is not in an event of default thereunder, all pursuant to the terms and conditions to be more particularly agreed upon therein (the "Sublease"). Additionally, Buyer and Seller shall discuss the

including in the Sublease of a right for Seller to “buy” back the Sublease and/or reduce the rent payable annually thereunder based upon a return of capital to Buyer and a requirement for Buyer to provide assignment of the Ground Lease back to Seller in conjunction with such “buy” back, the details of which shall be set forth in the Sublease.

(c) **Disbursement Agreement.** On or before the Closing Date, Seller and Buyer shall agree upon a disbursement agreement between Buyer (or an Affiliate of Buyer) and Seller governing the disbursement of up to \$54,556,940 to Seller to fund renovations to the Property pursuant to the terms and conditions contained therein (the “Disbursement Agreement”).

**Section 1.04. Prorations.** In view of the subsequent sublease of the Property to Seller pursuant to the Sublease and Seller’s obligations thereunder, there shall be no proration of insurance, taxes, special assessments, utilities or any other costs related to the Property between Seller and Buyer at Closing. All real and personal property and other applicable taxes and assessments, utilities and any other charges relating to the Property which are due and payable on or prior to the Closing Date by Buyer (if any) shall be paid by Seller at or prior to Closing, and all other taxes and assessments shall be paid by Seller in accordance with the terms of the Sublease.

**Section 1.05. Transaction Costs.** Subject to Section 6.02(a) below, upon Closing or earlier termination of this Agreement, (a) Seller and Buyer shall each be responsible for the payment of one-half (1/2) all Transaction Costs incurred by Seller and Buyer in connection with the Transaction; and (b) Seller and Buyer shall each be responsible for the payment of the fees and expenses of their respective legal counsel, accountants and other professional advisers (“Professional Fees”). The provisions of this Section shall survive Closing or termination of this Agreement for any reason.

## ARTICLE II

### DUE DILIGENCE

#### Section 2.01. Title Insurance.

(a) **Title Commitment and Title Policy.** Prior to the Effective Date, Buyer ordered a leasehold title insurance commitment (“Title Commitment”) with respect to the Property issued by the Title Company, for a leasehold title insurance policy (the “Title Policy”). Buyer shall provide Seller with a copy of the Title Commitment upon receipt. All costs related to the Title Policy, escrow fees and other closing costs shall be included in the Transaction Costs, payable as set forth in Section 1.05.

(b) **Title Company.** The Title Company is hereby employed by the parties to act as escrow agent in connection with this Transaction. This Agreement shall be used as instructions to the Title Company, as escrow agent, which may provide its standard conditions of acceptance of escrow; *provided, however*, that in the event of any inconsistency between such standard conditions of acceptance and the terms of this Agreement, the terms of this Agreement shall prevail. The Title Company’s receipt of this Agreement and the opening of an escrow pursuant to this Agreement shall be deemed to constitute conclusive evidence of the Title Company’s agreement to be bound by the terms and conditions of this Agreement pertaining to the Title Company.

(c) **Title Company Actions.** The Title Company is authorized to pay, from any funds held by it for each party's respective credit and in accordance with the closing statements executed by both parties, all amounts set forth on the closing statements as necessary to procure the delivery of any documents and to pay, on behalf of Buyer and Seller, all charges and obligations payable by them hereunder, respectively. Seller and Buyer will pay all charges payable by them to the Title Company. The Title Company shall not cause the Transaction to close unless and until it has received written instructions from Buyer and Seller to do so. The Title Company is authorized, in the event any conflicting demand is made upon it concerning these instructions or the escrow, at its election, to hold any documents and/or funds deposited hereunder until an action shall be brought in a court of competent jurisdiction to determine the rights of Seller and Buyer or to interplead such documents and/or funds in an action brought in any such court. Deposit by the Title Company of such documents and funds, after deducting therefrom its reasonable charges, expenses and reasonable out-of-pocket attorneys' fees incurred in connection with any such court action, shall relieve the Title Company of all further liability and responsibility for such documents and funds.

(d) **Title Objections.**

(i) Within seven (7) days after the Buyer's receipt of both the Title Commitment and the Survey, Buyer shall notify Seller in writing of Buyer's objection to any exceptions or other title matters shown on the Title Commitment or the Survey (each, a "Title Objection"). If any Title Objection is not removed or resolved by Seller or Ground Lessor to Buyer's reasonable satisfaction at least five (5) days prior to the Closing Date, then Seller shall have the right, in Seller's sole discretion, to extend the Closing Deadline by thirty (30) days in order to remove or resolve the Title Objection. Following such extension, if the Title Objection has not been removed or resolved, Buyer shall have the option, as its sole remedy, upon written notice to Seller on or before the Closing Date, to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination.

(ii) If any supplement to the Title Commitment or the Survey discloses any additional title defects which were not created by or with the consent of Buyer, and which are not acceptable to Buyer and are not Permitted Encumbrances, Buyer shall notify Seller in writing of its objection thereto (each, an "Additional Title Objection") within five (5) days following receipt of such supplement or revision. If any Additional Title Objection is not removed or resolved by Seller or Ground Lessor to Buyer's satisfaction at least five (5) days prior to the Closing Date, then Seller shall have the right, in Seller's sole discretion, to extend the Closing Deadline by thirty (30) days in order to remove or resolve the Additional Title Objection. Following such extension, if the Additional Title Objection has not been removed or resolved, Buyer shall have the option, as its sole remedy, upon written notice to Seller on or before the Closing Date, to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination.

(iii) Buyer's failure to timely deliver a Title Objection or an Additional Title Objection shall be deemed Buyer's acceptance of the matters disclosed by the Title Commitment and the Survey. If Buyer does not terminate this Agreement by reason of any Title Objection or Additional Title Objection, as provided in this

Section 2.01, then such Title Objection or Additional Title Objection shall be deemed waived and approved by Buyer and shall thereafter be deemed a Permitted Encumbrance.

**Section 2.02. Seller Documents.** Buyer acknowledges receipt of the following items prior to the Effective Date (collectively, the "Seller Documents"): (a) a true and correct copy of the Ground Lease; (b) any surveys related to the Property; (c) any environmental reports related to the Property (including without limitation, Phase I and Phase II environmental investigation reports); (d) any appraisals or valuations related to the Property; (e) financial statements of the Seller Entities; and (f) all other documents related to the lease and operation of the Property, and reasonably requested by Buyer. Buyer acknowledges that, except as expressly set forth in this Agreement and the Transaction Documents, the Seller Documents have been provided without any warranty or representation, express or implied as to their content, suitability for any purpose, accuracy, truthfulness or completeness and, except as expressly set forth in this Agreement or the Transaction Documents, Buyer shall not be any recourse against Seller or any other Seller Entities in the event of any errors therein or omissions therefrom.

**Section 2.03. Survey.** Prior to the Effective Date, Buyer ordered a current ALTA/NSPS "as built" survey as required for the Property from a surveyor selected by Buyer (the "Survey"), together with (a) evidence reasonably satisfactory to Buyer that the Property fully complies with all zoning ordinances of the Governmental Authority having jurisdiction over the Property ("Zoning Evidence"), and (b) evidence reasonably satisfactory to Buyer that the Property is not within a 100-year flood plain or a "Special Flood Hazard Area" as designated by the Federal Emergency Management Agency. The Survey shall show all improvements and shall plot all exceptions shown on the Title Commitment (to the extent plottable), certified in favor of Buyer, Seller, any requested Affiliate of Buyer and Title Company in a manner reasonably acceptable to Buyer and prepared in accordance with the appropriate "ALTA/NSPS" minimum standards. The cost of the Survey shall be included in Transaction Costs, payable as set forth in Section 1.05.

**Section 2.04. Environmental.** Prior to the Effective Date, Buyer ordered a current complete Phase I environmental investigation report for the Property, and if any environmental investigation report recommends additional subsurface investigation of the Property, Buyer shall request authorization from Seller, which may be withheld in Seller's sole discretion, to perform such additional subsurface investigation (each Phase I environmental investigation report and each additional subsurface investigation report, an "Environmental Report"), from an environmental inspection company selected by Buyer, detailing and analyzing certain aspects of the Property; *provided, however*, that, notwithstanding the foregoing, if Seller fails or refuses to permit any such additional subsurface investigation or is unwilling to obtain environmental insurance providing coverage acceptable to Buyer in its sole discretion, Seller shall be deemed to have elected to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination. In no event shall Buyer provide Seller with the Environmental Report, unless requested in writing by Seller. The cost of the Environmental Reports shall be included in Transaction Costs, payable as set forth in Section 1.05.

**Section 2.05. Valuation.** Prior to the Effective Date, Buyer ordered a current site inspection and valuation of the Property, separately stating values for the Real Property and improvements, from a qualified appraisal company selected by Buyer (the "Valuation"). Buyer shall provide Seller with a copy of the Valuation following Closing. The Valuation shall be in form and substance reasonably acceptable to Buyer, and shall be certified to Buyer and any requested

Affiliate of Buyer. The cost of the Valuation shall be included in Transaction Costs, payable as set forth in Section 1.05.

**Section 2.06. Property Condition Report.** Prior to the Effective Date, Buyer ordered a current property condition assessment and limited compliance audit as required for the Property from a qualified inspection company reasonably selected by Buyer (the "Property Condition Report"). The Property Condition Report shall be in form and substance reasonably acceptable to Buyer, and shall be certified to Buyer, Seller and any requested Affiliate of Buyer. The cost of the Property Condition Report shall be included in Transaction Costs, payable as set forth in Section 1.05.

**Section 2.07. Inspections.** From the Effective Date through May \_\_\_\_, 2024 (the "Inspection Period"), (a) Buyer may perform whatever investigations, tests and inspections (collectively, the "Inspections") with respect to the Property that Buyer deems reasonably appropriate; and (b) Seller shall, at all reasonable times, (i) provide Buyer and Buyer's officers, employees, agents, advisors, attorneys, accountants, architects, and engineers with access to the Property, all drawings, plans, specifications and all engineering reports for and relating to the Property in the possession or under the control of Seller, the files and correspondence relating to the Property, and the financial books and records relating to the leasing, operation, and maintenance of the Property, and (ii) allow such Persons to make such inspections, tests, copies, and verifications as Buyer considers necessary.

**Section 2.08. Ground Lessor Estoppel.** Prior to the Effective Date, Buyer delivered to Seller an estoppel certificate for execution by the Ground Lessor in favor of Buyer and/or its lenders, which shall include a consent to assignment from Ground Lessor (the "Ground Lessor Estoppel"). Upon Seller's receipt of such Ground Lessor Estoppel from Buyer, it shall promptly deliver the same to Ground Lessor, and thereafter Seller shall use commercially reasonable efforts to obtain and deliver to Buyer the Ground Lessor Estoppel executed by Ground Lessor.

**Section 2.09. Indemnification.** Buyer shall indemnify, hold harmless and, if requested by Seller (in Seller's sole discretion), defend (with counsel approved by Seller) Seller, together with each of their affiliates, parent and subsidiary entities, successors, assigns, partners, managers, members, employees, officers, directors, trustees, shareholders, counsel, representatives, agents, property manager, regional property manager, from and against any and all damages, mechanics' liens, liabilities, losses, demands, actions, causes of action, claims, costs and expenses (including reasonable attorneys' fees, including the cost of in-house counsel and appeals) arising from or related to Buyer's or any of its agents, contractors, engineers, surveyors, attorneys, and employees entry onto the Property, and any Inspections or other matters performed by Buyer with respect to the Property during the term of this Agreement or otherwise. The provisions of this paragraph shall survive the termination of this Agreement, and if not so terminated shall survive the Closing, in each instance for a period of twelve (12) months.

**Section 2.10. Buyer's Right to Terminate.** Notwithstanding any provision contained herein, in addition to its right to terminate this Agreement as set forth in Section 2.01(d), if (a) Buyer determines, in its sole discretion, that the Property is not satisfactory, and Buyer provides written notice thereof to Seller on or before expiration of the Inspection Period, or (b) Buyer and Seller are unable to reasonably agree upon the terms and conditions of the Sublease or the Disbursement Agreement, or (c) Buyer fails to obtain the approval of the Transaction from Buyer's investment committee, and in any such event, Buyer provides written notice thereof to Seller on or before expiration of the Inspection Period, or (d) Buyer fails to obtain the approval of any material change to the terms of the Transaction from Buyer's investment committee prior to

Closing, then Buyer shall have the option to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination.

**Section 2.11. Seller's Right to Terminate.** Notwithstanding any provision contained herein, if (a) Buyer and Seller are unable to reasonably agree upon the terms and conditions of the Sublease or the Disbursement Agreement, or (b) Seller is unable to obtain the required consent and approval from Ground Lessor to the Assignment and Assumption of Ground Lease, and/or the Ground Lease Amendment prior to the Closing Deadline, then Seller shall have the option to terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination.

**Section 2.12. Return of Materials.** Within five (5) days after delivery of a written request from Seller, Buyer shall (a) deliver to Seller (or certify in writing to Seller the destruction of) all (i) information received by Buyer from Seller related to the Property, (ii) the Seller Documents or (iii) notes, analyses, compilations, studies, summaries, and other material containing or based on, in whole or in part, any information received by Buyer or any of its representative from Seller related to the Property (collectively, the "Materials") in the possession or control of Buyer or its representatives and any copies thereof which have been made, and (b) destroy any notes or references to the Materials in its documents, and shall certify to Seller in writing that it has done so; provided however, in no event shall Buyer deliver the environmental reports to Seller for the Property unless specifically requested by Seller in writing. Notwithstanding the return or destruction of the Materials, Buyer shall continue to be bound by its obligations of confidentiality hereunder. Buyer shall be permitted to retain all or any portion of the Materials in accordance with the confidentiality obligations specified in this Agreement (i) to comply with (a) law, regulation or legal process, (b) professional requirements, or (c) bona fide internal document retention or compliance policies; or (ii) created by automatic computer backup.

## ARTICLE III

### CLOSING

**Section 3.01. Closing Date.** Subject to the provisions of Article V of this Agreement, the closing date of the Transaction contemplated by this Agreement (the "Closing") shall be set by mutual agreement of Seller and Buyer (the "Closing Date"); *provided, however*, that the Closing Date shall not extend beyond the Closing Deadline, except as may be extended by the express terms of this Agreement. The parties shall deposit with the Title Company all documents set forth in Article V on or before the Closing Date or as otherwise mutually agreed upon by the parties. The parties shall deposit all funds required hereunder with the Title Company on or before the Closing Date.

**Section 3.02. Funding.** Notwithstanding any provision contained in this Agreement, funding of the Transaction by Buyer shall be contingent upon the delivery of the executed Transaction Documents, satisfaction of the conditions precedent set forth herein and in the other Transaction Documents, and confirmation by Buyer's counsel that it or the Title Company has possession of all Transaction Documents required by Buyer.

**Section 3.03. Possession.** Possession of the Property under, and subject to the terms of, the Ground Lease, free and clear of all tenants or other parties in possession, except in

accordance with the Sublease, the Ground Lease and the Existing Subleases, shall be delivered to Buyer on the Closing Date.

**Section 3.04. Delivery of Documents into Escrow.** Seller and Buyer shall deliver executed (but undated) copies of the Sublease, the Memorandum of Sublease, the Assignment and Assumption of Ground Lease, the Memorandum of Assignment and Assumption of Ground Lease, the Ground Lease Amendment, the Subordination Agreement, and Buyer's leasehold mortgage into escrow with the Title Company no later than May 9, 2024. Seller and Buyer agree that such documents or a subset of such documents may be sent to Ground Lessor in order to permit Ground Lessor to execute the Transaction Documents to which it is a party and to consent to the Transaction; provided, however, that (i) neither delivery of such documents into escrow or to Ground Lessor, nor Ground Lessor's execution of any of such documents shall be deemed to cause any of such documents to be effective, and (ii) Closing shall not occur (and such documents shall not become effective) until the satisfaction (or waiver in writing) of all conditions to Closing contained herein.

## ARTICLE IV

### REPRESENTATIONS, WARRANTIES AND COVENANTS

**Section 4.01. Seller.** Seller represents and warrants to, and covenants with, Buyer (with such representations and warranties made as of the Effective Date and subject to certification and update at Closing in accordance with the terms thereof) as follows:

(a) **Organization and Authority.** Seller is duly organized or formed, validly existing and in good standing under the laws of its state of formation, and is qualified as a foreign entity to do business in any jurisdiction where such qualification is required. Seller has all requisite power and authority to lease and operate the Property, to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents, and to carry out the Transaction. The Person who has executed this Agreement on behalf of Seller has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Seller, this Agreement and the other Transaction Documents to which it is a party, shall constitute the legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **No Other Agreements and Options.** None of the Seller Entities or, to Seller's actual knowledge, the Property is subject to any commitment, obligation, or agreement, including, without limitation, any right of first refusal, option to purchase or lease granted to a third party other than Seller, which is reasonably likely to (i) prevent Seller and Buyer from completing the Transaction, or (ii) bind Buyer subsequent to consummation of the Transaction (other than the Ground Lease, the Sublease, the Existing Subleases and other agreements expressly contemplated by this Agreement or otherwise agreed to by Buyer).

(d) **No Violations.** The authorization, execution, delivery and performance of this Agreement and the other Transaction Documents by Seller will not (i) violate any provisions of the charter documents of Seller, (ii) result in a violation of or a conflict with,

or constitute a default (or an event which, with or without due notice or lapse of time, or both, would constitute a default) under any other document, instrument or agreement to which Seller is a party or by which Seller, the Property or any of the property of Seller are subject or bound, (iii) result in the creation or imposition of any Lien, restriction, charge or limitation of any kind, upon Seller or the Property, or (iv) violate any law, statute, regulation, rule, ordinance, code, rule or order of any court or Governmental Authority applicable to Seller or the Property.

(e) **Compliance.** To Seller's knowledge, Seller's use and occupation of the Property, and the condition thereof, except as it relates to building 59 on the Property, comply with all applicable statutes, regulations, rules, ordinances, codes, licenses, permits, orders and approvals of each Governmental Authority having jurisdiction over the Property, including, without limitation, all health, building, fire, safety and other codes, ordinances and requirements, the Americans With Disabilities Act of 1990, and all policies or rules of common law, in each case, as amended, and any judicial or administrative interpretation thereof, including any judicial order, consent, decree or judgment applicable to the Property or the Seller Entities (collectively, the "Legal Requirements"), which violation has not been cured. To Seller's Knowledge, Seller is not in default under any of its obligations under (i) any restrictions, covenants and encumbrances of record with respect to the Property, and (ii) all agreements, contracts, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies), agreements and conditions applicable to the Property or the leasing, operation, use or possession thereof.

(f) **Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws.** Without in any way limiting the provisions of Section 4.01(e), Seller, and to the best of Seller's knowledge, each of the Seller Entities is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(g) **Litigation.** There is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or involving or, to the best of Seller's knowledge, threatened in writing against, Seller, the Seller Entities or, to Seller's knowledge, the Property before any Governmental Authority, except as has been disclosed in writing by Seller, which in any way adversely affects or may adversely affect the Property, the business performed and to be performed on the Property, the condition, worth or operations of any of the Seller Entities, or the ability of any of the Seller Entities to perform under this Agreement or any other Transaction Documents, or which questions or challenges any of the Seller's Entities' participation in the Transaction contemplated by this Agreement or any other Transaction Document.

(h) **Ground Lease.** The Ground Lease is in full force and effect and has not been modified or amended except as contemplated by this Agreement to be effectuated at Closing. All amounts due and payable by the Seller under the Ground Lease have been paid in full and, to Seller's knowledge, there is no breach or default by Seller under the Ground Lease. Seller has neither given nor received any written notice of any breach or default under the Ground Lease. To Seller's knowledge, there is no default or breach by the Ground Lessor under the Ground Lease. Seller has not transferred or assigned any of its rights, title or interest in or to the Ground Lease except as contemplated by this

Agreement to be effectuated at Closing and except pursuant to the terms of the Existing Subleases. Seller has not received any written notice that the Ground Lease has been transferred or assigned by Ground Lessor to any other party.

(i) **No Mechanics' Liens.** To Seller's knowledge, there are no outstanding accounts payable, mechanics' liens, or rights to claim a mechanics' lien in favor of any materialman, laborer, or any other Person in connection with labor or materials furnished to or performed on any portion of the Property, which will not have been fully paid for on or before the Closing Date or, to Seller's knowledge, which might provide the basis for the filing of such liens against the Property or any portion thereof.

(j) **Environmental.** To Seller's actual knowledge, and except as set forth in the environmental report obtained by Buyer pursuant to Section 2.04 above, the Property is not in violation of any Hazardous Materials Laws and there is no past or present non-compliance with Hazardous Materials Laws, or with permits issued pursuant thereto, in connection with the Property.

(k) **Financial Statements.** The financial statements concerning the Seller Entities delivered by or on behalf of Seller to Buyer are true, correct and complete in all material respects as of the date of such financial statements, and no material adverse change has occurred with respect to such financial statements, since the date such financial statements were prepared or delivered to Buyer. Seller understands that Buyer is relying upon such financial statements and Seller represents that such reliance is reasonable. All such financial statements were prepared in accordance with generally accepted accounting principles consistently applied and are true and complete in all material respects.

(l) **Solvency.** There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting the Seller Entities, or to Seller's knowledge, any of their respective members, partners shareholders, or Affiliates.

(m) **Satisfaction of Conditions Precedent.** From the Effective Date through the Closing Date, Seller shall use its best efforts to satisfy all conditions set forth in Section 5.01 of this Agreement on or prior to the Closing Date.

(n) **No Bankruptcy Petition.** Seller hereby agrees that it shall not institute against, or join any other Person in instituting against, Buyer, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding, or any other proceeding under any federal or state bankruptcy or similar law. Notwithstanding the foregoing, the provisions of this Section shall in no way limit any other rights Seller may have with respect to this Agreement, either at law or in equity.

All representations and warranties of Seller made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again (subject to updates in writing) at and as of the Closing Date, shall be true at and as of the Closing Date.

Any and all uses of the phrase, "to Seller's Knowledge" or other references to Seller's knowledge in this Agreement, shall mean the actual, present, conscious knowledge of David Querio (the "Seller Knowledge Individuals") as to a fact at the time given without any investigation or inquiry. Seller represents that the Seller Knowledge Individuals are the individuals who are

materially involved in the management of the Property and are in a position to confirm the accuracy of the matters set forth in the foregoing representations and warranties of Seller in this Section 4.01. Without limiting the foregoing, Buyer acknowledges that the Seller Knowledge Individuals have not performed and are not obligated to perform any investigation or review of any files or other information in the possession of Seller or any other Seller Entities, or to make any inquiry of any persons, or to take any other actions in connection with the representations and warranties of Seller set forth in this Agreement. Neither the actual, present, conscious knowledge of any other individual or entity, nor the constructive knowledge of the Seller Knowledge Individuals or of any other individual or entity, shall be imputed to the Seller Knowledge Individuals.

In the event that, prior to the Closing, Buyer or any Diligence Party shall obtain knowledge of any breach of any representation, warranty or covenant of Seller, then, promptly thereafter (and, in all events, prior to Closing), Seller shall deliver to Buyer notice of such information specifying such breach, and Seller further acknowledges that if Seller proceeds to Closing notwithstanding such known breach of representation or warranty of Seller, then Buyer shall be deemed to have waived any right to assert a claim for indemnification, reimbursement or other damages or any other claim or cause of action under this Agreement on account of such breach. "Diligence Party" shall mean any of the following: (i) Buyer, and (ii) any officers, directors, employees, and attorneys of Buyer who were involved in the negotiation of this Agreement, reviewed any contracts or other information relating to the Property, and/or were involved in the preparation or review of the Diligence Reports. "Diligence Reports" mean the Seller Documents and the results of any examinations, inspections, investigations, tests, studies, analyses, appraisals, evaluations and/or investigations prepared by or for or otherwise obtained by or on behalf of Buyer in connection with the Property, including, without limitation, the Title Commitment, the Survey, the Zoning Evidence, the flood report, the Environmental Report, the Valuation, and the Property Condition Report.

**Section 4.02. Buyer.** Buyer represents and warrants to, and covenants with, Seller (with such representations and warranties made as of the Effective Date and subject to recertification and update at Closing in accordance with the terms hereof) as follows:

(a) **Organization and Authority.** Buyer is duly organized, validly existing, in good standing under the laws of its state of formation and, effective from and after Closing, will be qualified to do business in the jurisdiction where the Property is located. Buyer has all requisite power and authority to execute, deliver and perform its obligations under this Agreement and all of the other Transaction Documents to which it is a party and to carry out the Transaction. The Person who has executed this Agreement on behalf of Buyer has been duly authorized to do so.

(b) **Enforceability of Documents.** Upon execution by Buyer, this Agreement and the other Transaction Documents to which it is a party, shall constitute the legal, valid and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium, or other similar laws relating to or affecting the rights of creditors generally, or by general equitable principles.

(c) **Litigation.** There is no legal, administrative, arbitration or other proceeding, claim or action of any nature or investigation pending or involving or, to the best of Buyer's knowledge, threatened in writing against, Buyer or, to Buyer's knowledge, the Property before any Governmental Authority, except as has been disclosed in writing

by Buyer, which in any way adversely affects or may adversely affect the Property, the business performed and to be performed on the Property, the condition, worth or operations of Buyer, or the ability of Buyer to perform under this Agreement or any other Transaction Documents, or which questions or challenges Buyer's participation in the Transaction contemplated by this Agreement or any other Transaction Document.

(d) **No Violations.** The authorization, execution, delivery and performance of this Agreement and the other Transaction Documents by Buyer will not (i) violate any provisions of the charter documents of Buyer, (ii) result in a violation of or a conflict with, or constitute a default (or an event which, with or without due notice or lapse of time, or both, would constitute a default) under any other document, instrument or agreement to which Buyer is a party or by which Buyer, (iii) result in the creation or imposition of any Lien, restriction, charge or limitation of any kind, upon Buyer, or (iv) violate any law, statute, regulation, rule, ordinance, code, rule or order of any court or Governmental Authority applicable to Seller or the Property.

(e) **Compliance with Anti-Terrorism, Embargo, Sanctions and Anti-Money Laundering Laws.** Buyer is not currently identified on the OFAC List, and is not a Person with whom a citizen of the United States is prohibited from engaging in transactions by any trade embargo, economic sanction, or other prohibition of United States law, regulation, or executive order of the President of the United States.

(f) **Satisfaction of Conditions Precedent.** From the Effective Date through the Closing Date, Buyer agrees to use its best efforts to satisfy all conditions set forth in Section 5.02 of this Agreement on or prior to the Closing Date.

(g) **Solvency.** There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting the Buyer, or to Buyer's knowledge, any of their respective members, partners shareholders, or Affiliates.

All representations and warranties of Buyer made in this Agreement shall be true as of the date of this Agreement, shall be deemed to have been made again at and as of the Closing Date, shall be true at and as of the Closing Date.

## ARTICLE V

### CONDITIONS PRECEDENT TO CLOSING

**Section 5.01. Buyer's Conditions to Closing.** Buyer shall not be obligated to close and fund the Transaction until the fulfillment (or written waiver by Buyer) of all of the following conditions:

(a) Seller, Guarantor and Ground Lessor, as appropriate, shall have delivered to Buyer or the Title Company, as applicable, the following items:

(i) Executed originals signed by all parties other than the Buyer and Citibank N.A. of (A) the Sublease, together with the Memorandum of Sublease, (B) the Disbursement Agreement, (C) the Guaranty, (D) the Subordination Agreement, and (E) the Ground Lease Amendment;

(ii) Such documents evidencing the legal status and good standing of Seller that may be required by the Title Company for issuance of the Title Policy, including, without limitation, certificates of good standing;

(iii) Certificates evidencing the insurance coverage, limits and policies to be carried by Seller under and pursuant to the terms of the Sublease (and the Ground Lease as such requirements may be incorporated into the Sublease), on the forms and containing the information required pursuant to the Sublease ("Lease Proof of Insurance");

(iv) A certificate of an officer, manager or general partner, as applicable, of Seller and Guarantor, together with copies of each entity's (A) articles of organization or certificate of formation, as applicable, amended to date; (B) operating agreement, bylaws or partnership agreement, as applicable, amended to date; (C) resolutions authorizing the Transaction and the execution of this Agreement and the other Transaction Documents, and identifying the Person(s) authorized to execute this Agreement and the other Transaction Documents; and (D) original certificates of good standing or similar documents from the states in which each entity was organized or formed, and original certificates of qualification or similar documents from the state where the Property is located;

(v) Closing settlement statements approved by Seller and Buyer to reflect the credits, prorations, and adjustments contemplated by or specifically provided for in this Agreement;

(vi) To the extent not previously provided, the most recent financial statements available for the Seller Entities; and

(vii) All documents required to be delivered by this Agreement and the other Transaction Documents and as may otherwise be required in order to fully and legally close this Transaction.

(b) Buyer shall have received the Title Commitment and the Title Company's irrevocable commitment to insure title by means of the Title Policy.

(c) Ground Lessor shall have executed and delivered the Ground Lessor Estoppel and the Ground Lease Amendment and the Title Company shall have received the fully executed Ground Lease Assumption Documents.

(d) Buyer shall have determined, in its commercially reasonable discretion, that (1) there shall have been no material adverse change in the financial condition of Seller or Guarantor from the Effective Date, and that (2) there shall have been no material adverse change in the market conditions which are reasonably likely to have a long-term or permanent material and adverse effect on the continued operation of the Property in the ordinary course or the profitability thereof after Closing.

(e) All representations and warranties of Seller set forth herein shall remain true and correct in all material respects as of the Closing Date, and all other obligations respects required to be performed or complied with by Seller prior to or at the time of Closing in connection with the Transaction shall have been duly performed or complied with by Seller prior to or at such time or waived in writing by Buyer.

(f) No event shall have occurred or condition shall exist which would, upon the Closing Date, or, upon the giving of notice and/or passage of time, constitute a material breach or default under (x) this Agreement, for which Buyer would have remedies under Article 6, or (y) under any other Transaction Document.

(g) Seller shall have caused all leases (other than the Ground Lease) and, unless otherwise agreed to in writing by Lessor, all subleases of the Property (other than the Existing Subleases) and any other documents affecting the Property existing at Closing, at Buyer's sole option, to be cancelled as of the Closing Date or subordinated to the Lease pursuant to subordination agreements in form and substance satisfactory to Buyer.

(h) Buyer shall have received evidence in all respects satisfactory to Buyer that Seller has received and/or applied for all permits required by the Governmental Authorities having jurisdiction over the Property necessary to commence construction activities on the Property.

Upon the fulfillment or Buyer's written waiver of all of the above conditions, Buyer shall deposit funds necessary to close this Transaction with the Title Company and upon the satisfaction or waiver by Seller of all of Seller's conditions to Closing, this Transaction shall close in accordance with the terms and conditions of this Agreement. Unless otherwise agreed, all of the documents to be delivered at Closing shall be dated as of the Closing Date.

**Section 5.02. Seller's Conditions Precedent to Closing.** Seller shall not be obligated to close the Transaction until the fulfillment (or written waiver by Seller) of all of the following conditions:

(a) On or before the Closing Date, Ground Lessor and Seller shall have agreed upon the Ground Lease Amendment.

(b) On or before the Closing Date, Seller and Buyer shall have agreed upon the Sublease.

(c) On or before the Closing Date, Seller and Buyer shall have agreed upon the Disbursement Agreement.

(d) On or before the Closing Date, Seller, Citibank N.A. and Buyer shall have agreed upon the Subordination Agreement.

(e) Seller shall have received the consent of the Ground Lessor to the Transaction and counterparts to the Transaction Documents executed by the Ground Lessor, as applicable.

(f) Buyer shall have caused to be executed and delivered to the appropriate Persons fully executed originals of all Transaction Documents, including without limitation, the Ground Lease Assumption Documents, the Sublease, together with the Memorandum of Sublease, the Subordination Agreement and the Disbursement Agreement;

(g) Buyer shall have deliver to the Title Company, as applicable, the following items:

- (i) the Purchase Price;
- (ii) executed counterpart originals of all of the Transaction Documents signed by Buyer;
- (iii) such documents as may be reasonably required by the Title Company for issuance of the Title Policy and the Closing of this Transaction (including, without limitation, evidence of the legal status and good standing of Buyer); and
- (iv) Buyer's executed counterpart of the closing statement.

(h) All representations and warranties of Buyer set forth herein shall remain true and correct in all material respects as of the Closing Date, and all other obligations respects required to be performed or complied with by Buyer prior to or at the time of Closing in connection with the Transaction shall have been duly performed or complied with by Buyer prior to or at such time or waived in writing by Seller.

(i) All covenants, agreements and conditions required to be performed or complied with by Buyer prior to or at the time of Closing in connection with the Transaction shall have been duly performed or complied with by Buyer or waived in writing by Seller prior to or at such time.

Upon the fulfillment of the Seller's conditions to Closing or Seller's written waiver of all of the above conditions, and upon the satisfaction or waiver by Buyer of all of Buyer's conditions to Closing, this Transaction shall close in accordance with the terms and conditions of this Agreement. Unless otherwise agreed, all of the documents to be delivered at Closing shall be dated as of the Closing Date.

**Section 5.03. Failure of Conditions Precedent to Closing.** If any conditions precedent to Closing are not satisfied due to a default by either party of its respective obligations under this Agreement, then the terms of Article VI shall govern with respect thereto. If any conditions precedent to Closing are not satisfied (other than as a result of the default of one of the parties hereto) and the parties reasonably agree in good faith that such conditions will not be satisfied or waived, then either party may terminate this Agreement by written notice thereof to the other party, and in such case, neither party shall have any further obligations hereunder, except those that are expressly stated to survive the termination hereof.

## ARTICLE VI

### DEFAULTS; REMEDIES

**Section 6.01. Default.** Each of the following shall be deemed an event of default (each, an "Event of Default"):

- (a) If any representation or warranty of Seller or Buyer set forth in this Agreement or any other Transaction Document is false in any material respect or if Seller renders any false statement;

(b) If Seller or Buyer fails to perform any of its obligations under this Agreement; provided however in no event shall Seller's failure to deliver the Ground Lease Amendment, the Assignment and Assumption of Ground Lease, the Ground Lessor Estoppel, or any other document requiring the approval of the Ground Lessor, following commercially reasonable efforts to obtain the Ground Lessor's approval of such documents, constitute an Event of Default hereunder; or

(c) If any Insolvency Event shall occur with respect to any Seller Entity or Buyer.

**Section 6.02. Remedies.** Upon any Event of Default, the non-defaulting party shall be entitled to exercise, at its option and as its sole and exclusive remedy, one of the following remedies:

(a) The non-defaulting party may terminate this Agreement by giving written notice to the defaulting party and recover from the defaulting party all reasonable and verified out-of-pocket costs and expenses incurred by the non-defaulting party hereunder (including without limitation, the Transaction Costs, any other due diligence costs, and the reasonable and verified out-of-pocket fees and costs of legal counsel or other advisors), in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination; or

(b) The non-defaulting party may waive the Event of Default and proceed with the Closing.

## ARTICLE VII

### MISCELLANEOUS

**Section 7.01. Transaction Characterization.** The parties intend that (i) all components of the Transaction shall be considered a single integrated transaction and shall not be severable; and (ii) the Sublease shall constitute a sublease of all, but not less than all, of the Property.

**Section 7.02. Property Condition.**

(a) **Condemnation.** If, prior to Closing, action is initiated to take the Property, or any portion thereof, which is reasonably likely to make all or any material portion of it unusable for the ordinary conduct of business in accordance with the Sublease, by eminent domain proceedings or by deed in lieu thereof, Buyer may elect at or prior to Closing, to (i) terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination, or (ii) proceed to Closing, in which event all of Seller's assignable right, title and interest in and to the award of the condemning authority shall be assigned to Buyer at the Closing (to be distributed back to Seller for repairs, subject to and in accordance with the terms of the Sublease).

(b) **Casualty.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, which Seller, at its sole option, does not elect to fully repair (whether such repairs will be made prior to Closing, or post-Closing in

accordance with the applicable terms of the Sublease), Buyer may elect at or prior to Closing, to (i) terminate this Agreement, in which event neither party will have any further obligations or liability hereunder, except for those obligations expressly stated to survive such termination, or (ii) proceed to Closing, in which event all of Seller's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs reasonably incurred by Seller to repair or restore the Property, which shall be payable to Seller upon Seller's delivery to Buyer of satisfactory evidence thereof), shall be assigned to Buyer at Closing (to be distributed back to Seller for repairs in accordance with the terms of the Sublease) and there shall be no reduction in the Purchase Price.

(c) **Maintenance of the Property and Insurance.** From the Effective Date until Closing, Seller shall continue to maintain the Property or cause the Property to be maintained in good condition and repair, and shall continue to maintain or cause to be maintained all insurance for the Property in the same or greater amounts, with the same or greater coverage, and subject to the same or lower deductibles as in existence as of the Effective Date.

(d) **Ground Lease.** Seller agrees not to modify, amend or terminate the Ground Lease from the Effective Date through the earlier of Closing or the termination of this Agreement, without the prior written consent of Buyer (in its reasonable discretion).

**Section 7.03. 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) email transmission, or (d) certified or registered mail, return receipt requested, 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) receipt of confirmation of email, if delivered by email, or (iv) 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. Notices shall be provided to the parties and addresses (or email addresses, as applicable) specified below:

If to Seller: Ascent Aviation Services, LLC  
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  
675 15<sup>th</sup> Street, Suite 2900  
Denver, CO 80202  
Attention: Avi Loewenstein  
Email: ALoewenstein@BHFS.com

If to Buyer: STORE Capital Acquisitions, LLC  
8377 E. Hartford Drive, Suite 100  
Scottsdale, AZ 85255  
Attention: Carla Thoman  
Email: cthoman@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

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.

A copy of any Notice delivered pursuant to this Section shall also contemporaneously be delivered in the manner herein specified to any mortgagee or assignee of Buyer's interest which shall have duly notified Seller in writing of its name and address.

**Section 7.04. Assignment.** Buyer may assign its rights under this Agreement in whole or in part at any time to an Affiliate of Buyer. Upon any unconditional assignment of Buyer's entire right and interest hereunder to an Affiliate of Buyer, Buyer shall automatically be relieved, from and after the date of such assignment, of liability for the performance of any obligation of Buyer contained herein. Seller shall not, without the prior written consent of Buyer, which consent may be withheld in Buyer's sole discretion, sell, assign, transfer, mortgage, convey, encumber or grant any easements or other rights or interests of any kind in the Property, any of Seller's rights under this Agreement or any interest in Seller, whether voluntarily, involuntarily or by operation of law or otherwise, including, without limitation, by merger, consolidation, dissolution or otherwise.

**Section 7.05. Indemnity.**

(a) Seller shall indemnify, defend and hold harmless Buyer and its Affiliates, and their respective officers, directors, shareholders, managers, members, employees, representatives, successors and assigns, as applicable (collectively, the "Indemnified Parties"), from and against any and all Losses of any nature arising from or connected with (i) a material breach of any of the representations, warranties, covenants, agreements or obligations of Seller set forth in this Agreement, and (ii) the ownership and operation of the Property prior to the Closing Date, except for any Losses related to Buyer's willful misconduct, fraud or gross negligence. The obligations under this Section 7.05(a) shall survive Closing for a period of twelve (12) months.

(b) Buyer shall indemnify, defend and hold harmless Seller from and against any and all Losses of any nature arising from or connected with breach of any of the representations, warranties, covenants, agreements or obligations of Buyer set forth in this Agreement, except for any Losses related to Seller's willful misconduct, fraud or gross negligence. The obligations under this Section 7.05(b) shall survive Closing for a period of twelve (12) months.

**Section 7.06. Brokerage Commission.** Each of the parties represents and warrants to the other that neither party has dealt with, negotiated through or communicated with any broker in connection with this Transaction, except for Newmark whose commission shall be paid by Seller pursuant to a separate agreement between Seller and such broker. Each party shall indemnify, defend and hold harmless the other party from and against any and all claims, loss, costs and expenses, including reasonable attorneys' fees, resulting from any claims that may be made against the indemnified party by any broker claiming a commission or fee by, through or under such indemnifying party. The parties' respective obligations under this Section 7.06 shall survive Closing or termination of this Agreement.

**Section 7.07. Reporting Requirements.** The parties agree to comply with any and all reporting requirements applicable to the Transaction which are set forth in any law, statute, ordinance, rule, regulation, order or determination of any Governmental Authority, and further agree upon request, to furnish the other party with evidence of such compliance.

**Section 7.08. Disclosures.** Except as expressly set forth in Section 7.07 and this Section 7.08 and as required by law or judicial action, prior to Closing neither Seller nor Buyer will make any public disclosure of this Agreement or the other Transaction Documents, the Transaction or the provisions of the Transaction Documents without the prior consent of the other party hereto. The parties further agree that, notwithstanding any provision contained in this Agreement, any party (and each employee, representative or other agent of any party) may disclose to any and all Persons, without limitation of any kind, any matter required under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

**Section 7.09. Time is of the Essence.** The parties hereto expressly agree that time is of the essence with respect to this Agreement.

**Section 7.10. Non-Business Days.** If the Closing Date or 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 in which the Property is located, then the Closing Date or such notice or performance shall be postponed until the next Business Day.

**Section 7.11. Waiver and Amendment.** No provision of this Agreement shall be deemed (x) waived except by a written instrument unambiguously setting forth the matter waived and signed by the party against which enforcement of such waiver or amendment is sought, or (y) amended, except by written instrument signed by Buyer and Seller. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion.

**Section 7.12. Limitation on 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 and the Sublease, that (a) there shall be absolutely no personal liability on the part of any director, officer, manager, member, employee or agent of either party with respect to any of the terms, covenants and conditions of this Agreement, (b) each party waives all claims, demands and causes of action to seek personal liability against the other party's directors, officers, managers, members, employees and agents in the event of any breach by such other party of any of the terms, covenants and conditions of this Agreement, and (c) each party shall look solely to the assets of the other party for the satisfaction of each and every remedy in the event of any breach of any of the terms, covenants and conditions of this Agreement, such exculpation of liability to be absolute and without any exception whatsoever.

**Section 7.13. Headings; Internal References.** The headings of the various sections, schedules 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, schedule, exhibit and the like contained herein are to the respective section, subsection, exhibit and the like of this Agreement.

**Section 7.14. Construction Generally.** This is an agreement between parties who are experienced in sophisticated and complex matters similar to the Transaction and the other Transaction Documents, is entered into by both parties in reliance upon the economic and legal bargains contained herein and therein, and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party which prepared the instrument, the relative bargaining powers of the parties or the domicile of any party. Seller and Buyer were each represented by legal counsel competent in advising them of their obligations and liabilities hereunder.

**Section 7.15. Further Assurances.** Each of the parties agrees, whenever and as often as reasonably requested so to do by the other party or the Title Company, to execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, assignments, confirmations, satisfactions, releases, instruments, or other documents as may be reasonably necessary, expedient or proper, in order to complete any and all conveyances, transfers, sales and assignments herein provided and to do any and all other acts and to execute, acknowledge and deliver any and all documents as so reasonably requested in order to carry out the intent and purpose of this Agreement.

**Section 7.16. Attorneys' Fees.** In the event of any judicial or arbitration proceeding between the parties concerning this Agreement, the prevailing party shall be entitled to recover all of its reasonable out-of-pocket attorneys' fees and other reasonable out-of-pocket costs in addition to any other relief to which it may be entitled.

**Section 7.17. 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 Seller and Buyer with respect to the subject matter of this Agreement. Notwithstanding anything in this Agreement to the contrary, upon the execution and delivery of this Agreement by Seller and Buyer, (a) this Agreement shall supersede any previous discussions, letters of intent, agreements and/or term or commitment letters relating to the Transaction, including without limitation, the Letter of Intent and any and all agreements related to confidentiality, exclusivity, non-competition, non-solicitation of employees, non-solicitation or pursuit of any business opportunity represented by the Transaction, or any other term or condition which restricts any business activity of Buyer or its affiliates, (b) the terms and conditions of this Agreement shall control notwithstanding that such terms are inconsistent with or vary from those set forth in any of the foregoing agreements, and (c) this Agreement may only be amended by a written agreement executed by Buyer and Seller.

**Section 7.18. 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. Seller 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, the parties waive and agree 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.

**Section 7.19. Separability; Binding Effect; Governing Law.** Each provision hereof shall be separate and independent, and the breach of any provision by one party shall not discharge or relieve the other party from any of its obligations hereunder, except that, for the avoidance of doubt, this sentence is not intended to invalidate the Closing conditions set forth in Article V, and pursuant thereto, a party shall not be obligated to fund or close the Transaction unless and until such Closing conditions set forth in Article V have been satisfied or waived in accordance with the terms thereof. 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 7.04, 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 in which the Property is located, without giving effect to any state's conflict of laws principles.

**Section 7.20. Survival.** Except for the terms which expressly survive Closing, none of the representation, warranties, agreements, or obligations of Buyer and Seller set forth in this Agreement shall survive Closing.

**Section 7.21. 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. EACH PARTY FURTHER WAIVES THE RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER PARTY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND/OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO.

**Section 7.22. 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.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

**BUYER:**

**STORE CAPITAL ACQUISITIONS, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date first set forth above.

**SELLER:**

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

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Exhibits:

- A: Defined Terms
- B: Property Address / Legal Description

Schedule I Excluded Fixtures

**EXHIBIT A**  
**DEFINED TERMS**

The following terms shall have the following meanings for all purposes of this Agreement:

*“Additional Title Objection”* has the meaning set forth in Section 2.01(d)(ii).

*“Affiliate”* or any derivation thereof, means any Person which directly or indirectly controls, is under common control with, or is controlled by any other Person. For purposes of this definition, “controls”, “under common control with” and “controlled by” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through ownership of voting securities or otherwise.

*“Assignment and Assumption of Ground Lease”* means a written assignment and assumption agreement whereby Seller assigns to Buyer, and Buyer assumes from Seller, Seller’s right, title and interest in and to the Ground Lease, in form and substance reasonably acceptable to Buyer and Seller.

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

*“Closing”* shall have the meaning set forth in Section 3.01.

*“Closing Date”* shall have the meaning set forth in Section 3.01.

*“Closing Deadline”* means May 16, 2024.

*“Disbursement Agreement”* shall have the meaning set forth in Section 1.03(b).

*“Effective Date”* has the meaning set forth in the introductory paragraph of this Agreement.

*“Environmental Report”* has the meaning set forth in Section 2.04.

*“Event of Default”* has the meaning set forth in Section 6.01.

*“Existing Subleases”* means (i) the sublease with Rampart Aviation for hangar and office space in Building 63, (ii) the sublease with Ed Stine for land adjacent to fuel farm and reclamation area, (iii) sublease with US Government for land located on the southwest corner of the aircraft storage area, and (iv) sublease with Turbo Resources for 30,000 square feet of land adjacent to reclamation area

*“Governmental Authority”* means the United States of America, any state or other political subdivision thereof, any other entity exercising executive, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

*“Ground Lease”* means that certain Restated and Extended Lease Agreement dated June 9, 2021 by and between Ground Lessor, as ground lessor, and Seller, as ground lessee, together with that certain First Amendment dated November 3, 2021, and the Ground Lease Amendment, pursuant to which Seller leases the Property from Ground Lessor.

“*Ground Lease Amendment*” means a Second Amendment to the Ground Lease in form and substance reasonably satisfactory to Seller, Buyer and Ground Lessor.

“*Ground Lease Assumption Documents*” means, collectively, the Assignment and Assumption of Ground Lease, the Memorandum of Assignment of Ground Lease, and any ancillary documents reasonably required by the Ground Lessor or Title Company in connection with the transfer and assignment to Buyer of Seller’s leasehold rights and interests under the Ground Lease.

“*Ground Lessor*” means Pinal County, a political subdivision of the State of Arizona.

“*Ground Lessor Estoppel*” has the meaning set forth in Section 2.07.

“*Guarantor*” means, Marana Holdco, Inc., a Delaware corporation, or any additional or replacement guarantor(s) approved by Buyer (as landlord) in its sole and absolute discretion.

“*Guaranty*” means an unconditional guaranty of payment and performance in form and substance reasonably acceptable to Buyer and Guarantor.

“*Hazardous Materials*” includes: (a) oil, petroleum products, flammable substances, explosives, radioactive materials, hazardous wastes or substances, toxic wastes or substances or any other materials, contaminants or pollutants, the presence of which causes the Property to be in violation of any local, state or federal law or regulation, (including without limitation, any Hazardous Materials Law), or are defined as or included in the definition of “hazardous substances”, “hazardous wastes”, “hazardous materials”, “toxic substances”, “contaminants”, “pollutants”, or words of similar import under any applicable local, state or federal law regulating Hazardous Materials or under the regulations adopted, orders issued, or publications promulgated pursuant thereto, including, but not limited to: (i) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.; (ii) the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §1801, et seq.; (iii) the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901, et seq.; and (iv) regulations adopted and publications promulgated pursuant to the aforesaid laws; (b) asbestos in any form which is friable, urea formaldehyde foam insulation, transformers or other equipment which contain dielectric fluid containing levels of polychlorinated biphenyls in excess of fifty (50) parts per million; (c) per- and poly-fluoroalkyl substances; (d) underground storage tanks; and (e) any other chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority.

“*Hazardous Materials Laws*” includes any and all federal, state and local laws, rules, regulations, statutes, and requirements pertaining or relating to the environmental condition of the Property or to Hazardous Materials.

“*Insolvency Event*” means (a) a Person’s (i) failure to generally pay its debts as such debts become due; (ii) admitting in writing its inability to pay its debts generally; or (iii) making a general assignment for the benefit of creditors; (b) any proceeding being instituted by or against any Person (i) seeking to adjudicate it a bankrupt or insolvent; (ii) seeking liquidation, winding up, reorganization, arrangement, adjustment, protection, relief, or composition of it or its debts under any law relating to bankruptcy, insolvency, or reorganization or relief of debtors; or (iii) seeking the entry of an order for relief or the appointment of a receiver, trustee, or other similar official for it or for any substantial part of its property, and in the case of any such proceeding instituted against any such Person, either such proceeding shall remain undismissed for a period of

120 days or any of the actions sought in such proceeding shall occur; or (c) any Person taking any corporate or other formal action to authorize any of the actions set forth above in this definition.

“*Inspection Period*” has the meaning set forth in Section 2.07.

“*Inspections*” has the meaning set forth in Section 2.07.

“*Lease Proof of Insurance*” has the meaning set forth in Section 5.01(d)(iii).

“*Legal Requirements*” has the meaning set forth in Section 4.01(e).

“*Letter of Intent*” means that certain Letter of Intent dated as of February 15, 2024 between STORE Capital LLC, on behalf of Buyer, and Seller with respect to the Transaction, and any amendments or supplements thereto.

“*Lien*” means any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction).

“*Losses*” means any and all claims, lawsuits, suits, liabilities (including, without limitation, strict liabilities), actions, proceedings, obligations, debts, damages (expressly excluding special, exemplary, consequential and punitive damages, unless special, exemplary, consequential or punitive damages, as applicable, are asserted against the applicable party by a third party), losses, costs, expenses, fines, penalties, interest, charges, fees, expenses, judgments, decrees, awards, and amounts paid in settlement (including, without limitation, reasonable out-of-pocket attorneys’ fees, court costs and costs incurred in the investigation, defense and settlement of claims).

“*Memorandum of Assignment of Ground Lease*” means a memorandum of the Assignment and Assumption of Ground Lease in form and substance reasonably acceptable to Seller and Buyer, to be recorded in the real property records of the county in which the Property is located.

“*Memorandum of Sublease*” means a memorandum of the Sublease in form and substance reasonably acceptable to Seller and Buyer, to be recorded in the real property records of the county in which the Property is located.

“*Notices*” has the meaning set forth in Section 7.03.

“*OFAC List*” means the list of specially designated nationals and blocked Persons subject to financial sanctions that is maintained by the U.S. Treasury Department, Office of Foreign Assets Control and any other similar list maintained by the U.S. Treasury Department, Office of Foreign Assets Control pursuant to any Legal Requirements, including, without limitation, trade embargo, economic sanctions, or other prohibitions imposed by Executive Order of the President of the United States. The OFAC List currently is accessible through the internet website <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>.

*“Permitted Encumbrances”* means (a) the Ground Lease; (b) the lien of any real estate taxes or other assessments by an applicable governmental authority, water and sewer charges, not yet due and payable; (c) those recorded easements, restrictions, liens and encumbrances set forth as exceptions in the Title Commitment and in the Title Policy to be issued by Title Company to Buyer and approved (or deemed approved) by Buyer in accordance with Section 2.01(d); (d) the state of facts disclosed on the Survey; (e) the standard printed exclusions from coverage contained in the ALTA form of leasehold title policy currently used in Arizona but only to the extent the same cannot be endorsed over; (f) any title exception that the Title Company shall commit to insure over without additional cost or liability to Buyer; (g) the Sublease; (h) the Existing Subleases; and (i) all other matters which, pursuant to the terms of this Agreement, are stated to be Permitted Encumbrances or are expressly agreed to by Buyer.

*“Person”* means any natural person, firm, corporation, partnership, limited liability company, other entity, state, political subdivision of any state, the United States of America, any agency or instrumentality of the United States of America, any other public body or other organization or association.

*“Professional Fees”* has the meaning set forth in Section 1.05.

*“Property”* has the meaning set forth in Section 1.01.

*“Property Condition Report”* has the meaning set forth in Section 2.06.

*“Purchase Price”* has the meaning set forth in Section 1.02.

*“Real Property”* has the meaning set forth in Section 1.01.

*“Seller Documents”* has the meaning set forth in Section 2.02.

*“Seller Entity”* or *“Seller Entities”* means individually or collectively, as the context may require, Seller and Guarantor.

*“Sublease”* has the meaning set forth in Section 1.03(b).

*“Subordination Agreement”* means a subordination, non-disturbance and attornment agreement in a form reasonably acceptable to Citibank, N.A., Buyer and Seller.

*“Survey”* has the meaning set forth in Section 2.03.

*“Title Commitment”* has the meaning set forth in Section 2.01(a).

*“Title Company”* means Fidelity National Title Insurance Company located at 1 E. Washington Street, Suite 450, Phoenix, Arizona 85004, Attention: Kelli Vos, National Commercial Services, or an alternative title insurance company selected by Buyer.

*“Title Objection”* has the meaning set forth in Section 2.01(d)(i).

*“Title Policy”* has the meaning set forth in Section 2.01(a).

*“Transaction”* has the meaning set forth in Section 1.01.

*“Transaction Costs”* means all reasonable out-of-pocket costs and expenses incurred in connection with the Transaction, including but not limited to (a) the procurement, or if the same is provided by Seller, the update of, Environmental Report, Survey, Property Condition Report, Title Commitment, Title Policy, any title policy required by Buyer, and all endorsements required by Buyer, (b) the Valuation, (c) any mortgagee’s title insurance policies required by Buyer’s lender and any mortgage taxes, and (d) all taxes (including stamp taxes and transfer taxes), escrow, closing, transfer and recording fees. Transaction Costs expressly exclude Professional Fees.

*“Transaction Documents”* means this Agreement, the Ground Lease Assumption Documents, the Sublease, the Memorandum of Sublease, the Guaranty, the Lease Proof of Insurance, the Disbursement Agreement, the Subordination Agreement, any and all documents referenced herein and therein, and such other documents, payments, instruments and certificates as are reasonably required by Buyer and/or the Title Company.

*“Valuation”* has the meaning set forth in Section 2.05.

*“Zoning Evidence”* has the meaning set forth in Section 2.03.

## EXHIBIT B

### PROPERTY ADDRESS / LEGAL DESCRIPTION

**Street Address:** 24641 E Pinal Air Park Road, Marana, Arizona 85653, Pinal County, Arizona

**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**.

**SCHEDULE 1**  
**EXCLUDED FIXTURES**

See Attached.

**TOOLING LIST FROM BUILDING 64 - MACHINE SHOP**

ITEM #	DESCRIPTION	MODEL #	SERIAL #	ASSET #	LOCATION
1	SHARP LATHE	1640C	6803101	N/A	MACHINE SHOP
2	PRECISION MATTHEWS LATHE	TL-1660	N/S/N	N/A	MACHINE SHOP
3	HAAS CNC	VF 4	19679	N/A	MACHINE SHOP
4	LAGUN REPUBLIC MILLING MACHINE	FTV-2S	19295	N/A	MACHINE SHOP
5	DAKE PRESS	50 H	1074485	N/A	MACHINE SHOP
6	SHARP MILLING MACHINE	KMA-3	5121	N/A	MACHINE SHOP
7	PRECISION MATTHEWS MILLING MACHINE	PM9507	202220	N/A	MACHINE SHOP
8	CLAUSING-13 LATHE	M300	N/S/N	N/A	MACHINE SHOP
9	OVEN	UNK	1041	ALS-0042	MACHINE SHOP
10	WISCONSIN OVEN	SDB-6612-12E	71390101	DB-6612-12E	MACHINE SHOP
11	FURNACE	UNK	84-122-3	MLBF-10-34FE	MACHINE SHOP
12	MAGNUFLUX MAGNETIC PARTICLE MACHINE	ARQ-966	55309	ALS-0027	MACHINE SHOP
13	P & G PRAM MEDIA BLASTER	PRAM 31	218	N/A	MACHINE SHOP
14	TRINCO MEDIA BLASTER	300RC	61118-5	N/A	MACHINE SHOP
15	MITCHELL OH KEIGHLEY LATHE	UNK	N/S/N	N/A	MACHINE SHOP

**TOOLING LIST FROM BUILDING 7 - COMPOSITE SHOP**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>ASSET #</b>	<b>LOCATION</b>
1	TORIT FRONT DRAFT	ECB1	IG585604-001-5	N/A	COMPOSITE SHOP
2	TORIT FRONT DRAFT	ECB1	IG585604-001-4	N/A	COMPOSITE SHOP
3	TORIT FRONT DRAFT	ECB1	IG585604-001-3	N/A	COMPOSITE SHOP
4	TORIT FRONT DRAFT	ECB1	IG585604-001-2	N/A	COMPOSITE SHOP
5	TORIT FRONT DRAFT	ECB1	IG585604-001-1	N/A	COMPOSITE SHOP
6	TORIT DOWNDRAFT TABLE	TDDB 300	50794	N/A	COMPOSITE SHOP
7	TORIT DOWNDRAAT TABLE	TDDB 300	51065	N/A	COMPOSITE SHOP
8	SHOP FOX DRILL PRESS	M1039	12875	N/A	COMPOSITE SHOP
9	DAYTON BAND SAW	6Y942B	200103	N/A	COMPOSITE SHOP
10	MILTON BELT SANDER	4200A	009245	N/A	COMPOSITE SHOP
11	PEXTO METAL SHEAR	196-A	6/62	N/A	COMPOSITE SHOP

**TOOLING LIST FROM HANGER 9 - SHEETMETAL SHOP**

ITEM #	DESCRIPTION	MODEL #	SERIAL #	ASSET #	LOCATION
1	SHEAR	HD25-12	65735	N/A	HANGER 9 - SHEETMETAL SHOP
2	35 TON HYDRAULIC PRESS	5M470	ABO2027	N/A	HANGER 9 - SHEETMETAL SHOP
3	DRILL PRESS	22V	502899	N/A	HANGER 9 - SHEETMETAL SHOP
4	20 TON DRILL PRESS	3Z919C	N/S/N	N/A	HANGER 9 - SHEETMETAL SHOP
5	BAND SAWING MACHINE	F16	1074141	N/A	HANGER 9 - SHEETMETAL SHOP
6	DAYTON DISC SANDER	5K 480L	N/S/N	N/A	HANGER 9 - SHEETMETAL SHOP
7	BAND SAWING MACHINE	36-3	53-56409	N/A	HANGER 9 - SHEETMETAL SHOP
8	GRINDER	ND-10	5132	N/A	HANGER 9 - SHEETMETAL SHOP
9	CHICAGO SHEAR	FS 5216	1999T	N/A	HANGER 9 - SHEETMETAL SHOP
10	BEVERLYS SHEAR	N/P/N	2BA1	N/A	HANGER 9 - SHEETMETAL SHOP
11	ROTEX PUNCH	1802.25	30389	N/A	HANGER 9 - SHEETMETAL SHOP
12	ENGLISH WEEL	45-373-42	1108	N/A	HANGER 9 - SHEETMETAL SHOP
13	CHICAGO BENDER	BPU-412-6	329535T	N/A	HANGER 9 - SHEETMETAL SHOP
14	SLIP ROLL	PBR 2000-4	N/S/N	N/A	HANGER 9 - SHEETMETAL SHOP
15	HAND BRAKE	BP-1648H	0412066	N/A	HANGER 9 - SHEETMETAL SHOP
16	STETCHING MACHINE	6A	349	N/A	HANGER 9 - SHEETMETAL SHOP
17	ROLLER	SR-5016	1987-T	N/A	HANGER 9 - SHEETMETAL SHOP
18	HDE HYDRAULIC PRESS BRAKES	HD	50991	N/A	HANGER 9 - SHEETMETAL SHOP
19	SHEAR	PH 52-A	689-5-86	N/A	HANGER 9 - SHEETMETAL SHOP
20	SOUTH BEND BLUE CNC MACHINE	130306	N/S/N	N/A	HANGER 9 - SHEETMETAL SHOP

**TOOLING LIST FROM BUILDING 74 - LANDING GEAR SHOP**

<b>ITEM #</b>	<b>DESCRIPTION</b>	<b>MODEL #</b>	<b>SERIAL #</b>	<b>ASSET #</b>	<b>LOCATION</b>
1	OVER HEAD CRANE	UNK	UNK	N/A	LG SHOP
2	75 TON SHOP PRESS	UNK	UNK	N/A	LG SHOP
3	AMERICAN LAB & SYSTEMS DUAL SYSTEM HYDRAULIC TEST STAND	13104	1634	N/A	LG SHOP
4	AMERICAN LAB & SYSTEMS HYDRAULIC TEST STAND	TS103K-H5	1680	N/A	LG SHOP
5	FASTENAL CAGE	3564	152432621314	N/A	LG SHOP
6	TORIT DOWN DRAFT MACHINE	UNK	N/S/N	N/A	LG SHOP
7	MARTINS INDUSTRIES TIRE INFLATOR CAGE	MIC-AUHD78	N/A	N/A	LG SHOP