

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made as of May ____, 2024 (the "Effective Date"), by and between **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company ("Lessor"), whose address is 8377 E. Hartford Drive, Suite 100, Scottsdale, Arizona 85255, and **MARANA AEROSPACE SOLUTIONS, INC.** d/b/a Ascent Aviation Services, an Oregon corporation ("Lessee"), whose address is 24641 Pinal Air Park Road, Marana, Arizona 85653. Capitalized terms not defined herein shall have the meanings set forth in Exhibit A hereto.

In consideration of the mutual covenants and agreements herein contained, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I

BASIC LEASE TERMS

Section 1.01. Property. The street address and legal description of the Property is set forth on Exhibit B attached hereto and incorporated herein.

Section 1.02. Initial Term Expiration Date. May 31, 2049.

Section 1.03. Extension Options. Two (2) extensions of ten (10) years each and one additional extension of two (2) years, as described in Section 3.02.

Section 1.04. Term Expiration Date (if fully extended). May 31, 2071.

Section 1.05. Initial Base Annual Rental. \$2,183,700.00, as described in Article IV. **[DRAFTING NOTE: TO BE INCREASED BASED UPON CONSTRUCTION DRAW AT CLOSING]**

Section 1.06. Rental Adjustment. 3.0%, as described in Section 4.02.

Section 1.07. Adjustment Date. June 1, 2025 and annually on every June 1st thereafter during the Lease Term (including any Extension Term).

Section 1.08. Security Deposit. None.

Section 1.09. Guarantor(s). Marana Holdco, Inc., a Delaware corporation.

Section 1.10. Lessee Tax Identification No. 86-0361921.

Section 1.11. Lessor Tax Identification No. _____.

ARTICLE II

LEASE OF PROPERTY

Section 2.01. Lease. In consideration of Lessee's payment of the Rental and other Monetary Obligations and Lessee's performance of all other obligations hereunder, Lessor hereby

leases to Lessee, and Lessee hereby takes and hires, the Property, "AS IS" and "WHERE IS" without representation or warranty by Lessor, and subject to the Overlease and the existing state of title, the parties in possession, any statement of facts which an accurate survey or physical inspection might reveal, and all Legal Requirements now or hereafter in effect.

Section 2.02. Quiet Enjoyment. So long as Lessee shall not be in an Event of Default under this Lease, Lessee shall have, subject to the terms and conditions set forth herein, the right to the peaceful and quiet enjoyment and occupancy of the Property.

ARTICLE III LEASE TERM; EXTENSION

Section 3.01. Initial Term. The initial term of this Lease ("Initial Term") shall commence as of the Effective Date and shall expire at midnight on May 31, 2049, unless terminated sooner as provided in this Lease and as may be extended as provided herein. The time period during which this Lease shall actually be in effect, including any Extension Term, is referred to as the "Lease Term."

Section 3.02. Extensions. Unless this Lease has expired or has been sooner terminated, or an Event of Default has occurred and is continuing at the time any extension option is exercised, Lessee shall have the right and option (each, an "Extension Option") to extend the Initial Term for the Property for two (2) extensions of ten (10) years each and one additional extension of two (2) years (each, an "Extension Term"), pursuant to the terms and conditions of this Lease then in effect.

Section 3.03. Notice of Exercise. Lessee may only exercise the Extension Options by giving written notice thereof to Lessor of its election to do so no later than one hundred twenty (120) days prior to the expiration of the then-current Lease Term. If written notice of the exercise of any Extension Option is not received by Lessor by the applicable dates described above, then this Lease shall terminate on the last day of the Initial Term or, if applicable, the last day of the Extension Term then in effect. Upon the request of Lessor or Lessee, the parties hereto will, at the expense of Lessee, execute and exchange an instrument in recordable form setting forth the extension of the Lease Term in accordance with this Section 3.03.

Section 3.04. Removal of Personalty. Upon the expiration of the Lease Term, Lessee may remove from the Property all trade fixtures and equipment set forth on Schedule 3.04 hereof, as well as all personal property belonging to Lessee. Lessee shall repair any damage caused by such removal and shall leave the Property clean and in good and working condition and repair inside and out, subject to normal wear and tear, casualty and condemnation. Any property of Lessee left on the Property on the tenth day following the expiration of the Lease Term shall, at Lessor's option, automatically and immediately become the property of Lessor.

ARTICLE IV RENTAL AND OTHER MONETARY OBLIGATIONS

Section 4.01. Base Monthly Rental. During the Lease Term, on or before the first day of each calendar month, Lessee shall pay in advance the Base Monthly Rental then in effect. If the Effective Date is a date other than the first day of the month, Lessee shall pay to Lessor on

the Effective Date the Base Monthly Rental prorated by multiplying the Base Monthly Rental by a fraction, the numerator of which is the number of days remaining in the month (including the Effective Date) for which Rental is being paid, and the denominator of which is the total number of days in such month.

Section 4.02. Adjustments. During the Lease Term (including any Extension Term), on the first Adjustment Date and on each Adjustment Date thereafter, the Base Annual Rental shall increase by an amount equal to the Rental Adjustment; *provided, however*, that in no event shall Base Annual Rental be reduced as a result of the application of the Rental Adjustment.

Section 4.03. Additional Rental. Lessee shall pay and discharge, as additional rental ("Additional Rental"), all sums of money required to be paid by Lessee under this Lease which are not specifically referred to as Rental. Lessee shall pay and discharge any Additional Rental when the same shall become due pursuant to the terms of this Lease, provided that amounts which are billed to Lessor or any third party, but not to Lessee, shall be paid within fifteen (15) Business Days after Lessor's demand for payment thereof or, if earlier, when the same are due. In no event shall Lessee be required to pay to Lessor any item of Additional Rental that Lessee is obligated to pay and has paid to any third party pursuant to any provision of this Lease.

Section 4.04. Rentals to be Net to Lessor. The Base Annual Rental payable hereunder shall be net to Lessor, so that this Lease shall yield to Lessor the Rentals specified during the Lease Term, and all Costs and obligations of every kind and nature whatsoever relating to the Property shall be performed and paid by Lessee, except to the extent otherwise expressly set forth in this Lease. Lessee shall perform all of its obligations under this Lease at its sole cost and expense. All Rental and other Monetary Obligations which Lessee is required to pay hereunder shall be the unconditional obligation of Lessee and shall be payable in full when due and payable pursuant to the terms of this Lease, without notice or demand unless otherwise stated in this Lease, and without any setoff, abatement, deferment, deduction or counterclaim whatsoever unless otherwise stated in this Lease.

Section 4.05. ACH Authorization. Upon execution of this Lease, Lessee shall deliver to Lessor a complete Authorization Agreement – Pre-Arranged Payments in the form of Exhibit C attached hereto and incorporated herein by this reference, together with a voided check for account verification, establishing arrangements whereby payments of the Base Monthly Rental are transferred by Automated Clearing House Debit initiated by Lessor from an account established by Lessee at a United States bank or other financial institution to such account as Lessor may designate. Lessee shall continue to pay all Rental by Automated Clearing House Debit unless otherwise directed by Lessor.

Section 4.06. Late Charges; Default Interest. Any delinquent payment shall, in addition to any other remedy of Lessor set forth in this Lease, incur a late charge of \$2000 (which late charge is intended to compensate Lessor for the cost of handling and processing such delinquent payment and should not be considered interest) and bear interest at the Default Rate, such interest to be computed from and including the date such payment was first overdue through and including the date of the payment; *provided, however*, in no event shall Lessee be obligated to pay a sum of late charge and interest higher than the maximum legal rate then in effect.

Section 4.07. Holdover. If Lessee remains in possession of the Property after the expiration of the term hereof, Lessee, at Lessor's option and within Lessor's sole discretion, may

be deemed a tenant on a month-to-month basis and shall continue to pay Rentals and other Monetary Obligations in the amounts herein provided, except that the Base Monthly Rental shall be automatically increased to one hundred twenty-five percent (125%) of the last Base Monthly Rental payable under this Lease, and Lessee shall comply with all the terms of this Lease; *provided that* nothing herein nor the acceptance of Rental by Lessor shall be deemed a consent to such holding over.

Section 4.08. Guaranty. On or before the execution of this Lease, Lessee shall cause Guarantor to execute and deliver to Lessor the Guaranty.

ARTICLE V

REPRESENTATIONS AND WARRANTIES

Section 5.01. Lessee. The representations and warranties of Lessee contained in this Article V are being made to induce Lessor to enter into this Lease, and Lessor has relied, and will continue to rely, upon such representations and warranties. Lessee represents and warrants to Lessor as of the Effective Date and as to itself (but not the assignee) if Lessee is a surviving entity, in connection with any permitted assignment of this Lease, as of the effective date of such assignment, as follows:

(a) **Organization, Authority and Status of Lessee.** Lessee has been duly organized or formed, is validly existing and in good standing under the laws of its state of formation and is qualified to do business in the jurisdiction where the Property is located. All necessary company action has been taken to authorize the execution, delivery and performance by Lessee of this Lease and of the other documents, instruments and agreements provided for herein. Lessee is not a “disregarded entity,” a “nonresident alien,” “foreign corporation,” “foreign partnership,” “foreign trust,” “foreign estate,” or any other “person” that is not a “United States Person” as those terms are defined in the Code and the regulations promulgated thereunder. The Person who has executed this Lease on behalf of Lessee is duly authorized to do so.

(b) **Enforceability.** This Lease constitutes the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms.

(c) **Litigation.** There are no suits, actions, proceedings or investigations pending, or to Lessee’s knowledge, threatened in writing against any Lessee Entity or, to Lessee’s knowledge, the Property before any Governmental Authority which might reasonably result in any Material Adverse Effect.

(d) **Absence of Breaches or Defaults.** Lessee is not in default under any document, instrument or agreement to which Lessee is a party or by which Lessee, the Property or any of Lessee’s property is subject or bound, which has had, or could reasonably be expected to result in, a Material Adverse Effect. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in any breach of or default under any document, instrument or agreement to which Lessee is a party or by which Lessee, the Property or any of Lessee’s property is subject or bound.

(e) **Compliance with OFAC Laws.** None of the Lessee Entities, and, to Lessee's knowledge, no Affiliate of either of the Lessee Entities, is currently identified on the OFAC List, or is 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; *provided, however,* that the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

(f) **Solvency.** There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting Lessee or any Lessee Entity.

(g) **Ownership.** To the best of Lessee's knowledge, none of (i) Lessee, (ii) any Affiliate of Lessee, or (iii) any Person owning ten percent (10%) or more of Lessee, owns, directly or indirectly, ten percent (10%) or more of the total voting power or total value of capital stock in STORE Capital LLC.

Section 5.02. Lessor. The representations and warranties of Lessee contained in this Section 5.02 are being made to induce Lessee to enter into this Lease, and Lessee has relied, and will continue to rely, upon such representations and warranties. Lessor represents and warrants to Lessor as follows:

(a) **Organization, Authority and Status of Lessor.** Lessor has been duly organized or formed, is validly existing and in good standing under the laws of its state of formation and is qualified to do business in the jurisdiction where the Property is located. All necessary company and appropriate action has been taken to authorize the execution, delivery and performance by Lessor of this Lease and of the other documents, instruments and agreements provided for herein. The Person who has executed this Lease on behalf of Lessee is duly authorized to do so.

(b) **Enforceability.** This Lease constitutes the legal, valid and binding obligation of Lessor, enforceable against Lessor in accordance with its terms.

(c) **Litigation.** There are no suits, actions, proceedings or investigations pending, or to Lessor's knowledge, threatened in writing against Lessor or, to Lessor's knowledge, the Property before any Governmental Authority which might reasonably result in any Material Adverse Effect.

(d) **Absence of Breaches or Defaults.** Lessor is not in default under any document, instrument or agreement to which Lessor is a party or by which Lessor or the Property is subject or bound, which has had, or could reasonably be expected to result in, a Material Adverse Effect. The authorization, execution, delivery and performance of this Lease and the documents, instruments and agreements provided for herein will not result in any breach of or default under any document, instrument or agreement to which Lessor is a party or by which Lessor or the Property is subject or bound.

(e) **Compliance with OFAC Laws.** None of Lessor, and, to Lessor's knowledge, no Affiliate of Lessor, is currently identified on the OFAC List, or is 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; *provided, however*, that the representation contained in this sentence shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

(f) **Solvency.** There is no contemplated, pending or threatened Insolvency Event or similar proceedings, whether voluntary or involuntary, affecting Lessor or any Affiliate of Lessor.

ARTICLE VI

TAXES AND ASSESSMENTS; UTILITIES; INSURANCE

Section 6.01. Taxes.

(a) **Payment.** Subject to the provisions of Section 6.01(b) below, Lessee shall pay, prior to delinquency if paid by Lessee directly to the taxing authority, or reimburse Lessor to the extent paid by Lessor, all taxes and assessments of every type or nature assessed against or imposed upon the Property, Lessee or Lessor during the Lease Term related to or arising out of this Lease and the activities of the parties hereunder, including without limitation, (i) all taxes or assessments upon the Property or any part thereof and upon any personal property, trade fixtures and improvements located on the Property, whether belonging to Lessor or Lessee, or any tax or charge levied in lieu of such taxes and assessments; (ii) all taxes, charges, license fees and or similar fees imposed by reason of the use of the Property by Lessee; (iii) all excise, franchise, transaction, privilege, license, sales, use and other taxes upon the Rental or other Monetary Obligations hereunder, the leasehold estate of either party or the activities of either party pursuant to this Lease; and (iv) all franchise, capital stock, capital levy, privilege or similar taxes of Lessor calculated on the value of the Property or on the amount of capital apportioned to the Property. Notwithstanding anything in clauses (i) through (iv) to the contrary, Lessee shall not be obligated to pay or reimburse Lessor for federal and state taxes on income, gift taxes, estate and death taxes, any taxes imposed or measured on or by the income of Lessor from the operation of the Property and transfer taxes, including any transfer tax or recording charge resulting from a transfer of the Property.

(b) **Reimbursement.** With regard to the taxes due under Section 6.01(a)(iv) which are billed to Lessor rather than directly to Lessee, Lessor will pay all amounts assessed to Lessor directly to the applicable taxing jurisdiction prior to the due date and notify Lessee of its share of the taxes during the year following the calendar year to which the tax relates, at which time the obligation will be due and payable to Lessor within thirty (30) days after receipt of an invoice. Notwithstanding anything contained in this Lease to the contrary, in no event shall Lessee be required to pay tax reimbursements to Lessor prior to the date they would otherwise be required to be paid if Lessee paid them directly to the taxing authority. Lessee shall not be responsible for any fines, penalties, late charges or other costs incurred as a result of Lessor failing to timely pay such amounts billed to Lessor (rather than directly to Lessee) to the taxing authority.

(c) **Right to Contest.** Within thirty (30) days after each tax and assessment payment is required by this Section 6.01 to be paid directly by Lessee (rather than reimbursed to Lessor), Lessee shall provide Lessor with evidence reasonably satisfactory to Lessor that taxes and assessments have been timely paid by Lessee. In the event Lessor receives a tax bill, Lessor shall use commercially reasonable efforts to forward said bill to Lessee within fifteen (15) days of Lessor's receipt thereof (provided that Lessee shall not be in default under this Lease for failure to timely pay such amounts if such failure is due to Lessor's failure to provide such bill to Lessee in time for Lessee to timely pay same and Lessee has not otherwise received such bill). Lessee may, at its own expense, contest or cause to be contested (in the case of any item involving more than \$10,000, after prior written notice to Lessor, which shall be given within fifteen (15) days of Lessee's determination to contest any matter as permitted herein), by appropriate legal proceedings conducted in good faith and with due diligence, any above-described item or lien with respect thereto, provided that (i) neither the Property nor any interest therein is reasonably expected to be in any danger of being sold, forfeited or lost by reason of such proceedings; (ii) no Event of Default has occurred and is continuing; (iii) if and to the extent required by the applicable taxing authority and/or Lessor, Lessee posts a bond or takes other steps reasonably acceptable to such taxing authority and/or Lessor that removes such lien or stays enforcement thereof; (iv) Lessee shall promptly provide Lessor with copies of all notices received or delivered by Lessee and filings made by Lessee in connection with such proceeding; and (v) upon termination of such proceedings, it shall be the obligation of Lessee to pay the amount of any such tax and assessment or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees (including attorneys' fees and disbursements), interest, penalties or other liabilities in connection therewith. Lessor shall at the request of Lessee, execute or join in the execution of any instruments or documents necessary in connection with such contest or proceedings, but Lessor shall incur no cost or obligation thereby. In the event that a refund of any taxes previously paid by Lessor and reimbursed by Lessee is received, Lessor shall reimburse Lessee for such amount by direct payment within thirty (30) days after Lessor's receipt of such reimbursement.

Section 6.02. Utilities. Lessee shall contract, in its own name, for and pay when due all charges for the connection and use of water, gas, electricity, telephone, garbage collection, sewer use and other utility services supplied to the Property during the Lease Term. Under no circumstances shall Lessor be responsible for any interruption of any utility service except to the extent caused by the gross negligence or willful misconduct of Lessor, its employees, agents, affiliates or contractors.

Section 6.03. Insurance.

(a) **Coverage.** Throughout the Lease Term, Lessee shall maintain, with respect to the Property, at its sole expense, the following types and amounts of insurance, in addition to such other insurance as Lessor may reasonably require from time to time:

(i) Insurance against loss or damage to real property and personal property under an "all risk" or "special form" insurance policy, which shall include coverage against all risks of direct physical loss, including but not limited to loss by fire, lightning, wind, terrorism, and other risks normally included in the standard

ISO special form (and shall also include National Flood and Excess Flood insurance if the Property is located in Flood Zone A or Flood Zone V, as designated by FEMA, or otherwise located in a flood zone area identified by FEMA as a 100-year flood zone or special hazard area, and earthquake insurance if the Property is located within a moderate to high earthquake hazard zone as determined by an approved insurance company set forth in Section 6.03(b)(x) below). Such policy shall also include a joint loss agreement, coverage for ordinance or law covering the loss of value of the undamaged portion of the Property, costs to demolish and the increased costs of construction if any of the improvements located on, or the use of, the Property shall at any time constitute legal non-conforming structures or uses. Ordinance or law limits shall be in an amount equal to the full replacement cost for the loss of value of the undamaged portion of the Property and no less than 25% of the replacement cost for costs to demolish and the increased cost of construction, or in an amount otherwise specified by Lessor. Such insurance shall be in amounts not less than 100% of the full insurable replacement cost values (without deduction for depreciation), with an agreed amount endorsement or without any coinsurance provision, and with sublimits satisfactory to Lessor, as determined from time to time at Lessor's request but not more frequently than once in any 12-month period.

(ii) Commercial general liability insurance, including products and completed operation liability, covering Lessor and Lessee against bodily injury liability, property damage liability and personal and advertising injury, including without limitation any liability arising out of the ownership, maintenance, repair, condition or operation of the Property or adjoining ways, streets, parking lots or sidewalks. Such insurance policy or policies shall contain a broad form contractual liability endorsement under which the insurer agrees to insure Lessee's obligations under Article X hereof to the extent insurable, subject to the terms, conditions, and limits of the insurances, and a "breach of warranty" clause or endorsement which precludes the insurer from denying the claim of Lessee or Lessor because of the negligence or other acts of the other, shall be in amounts of not less than \$10,000,000 per occurrence for bodily injury and property damage, and \$10,000,000 general aggregate per location, or such higher limits as Lessor may reasonably require from time to time, and shall be of form and substance satisfactory to Lessor. Such limits of insurance can be acquired through Commercial General liability and Umbrella liability policies.

(iii) Workers' compensation and Employers Liability insurance with statutorily mandated limits covering all persons employed by Lessee on the Property in connection with any work done on or about the Property for which claims for death or bodily injury could be asserted against Lessor, Lessee or the Property.

(iv) Business interruption insurance including Rental Value Insurance payable to Lessor at all locations for a period of not less than twelve (12) months. Such insurance is to follow the form of the real property "all risk" or "special form" coverage and is not to contain a co-insurance clause. Such insurance is to have a minimum of 180 days of extended period of indemnity.

(v) Automobile liability insurance, including owned, non-owned and hired car liability insurance for combined limits of liability of \$5,000,000 per occurrence. The limits of liability can be provided in a combination of an automobile liability policy and an umbrella liability policy.

(vi) Comprehensive Boiler and Machinery or Equipment Breakdown Insurance against loss or damage from explosion of any steam or pressure boilers or similar apparatus, if any, and other building equipment including HVAC units located in or about the Property and in an amount equal to the lesser of 25% of the 100% replacement cost of the Property or \$5,000,000.

(vii) Such additional and/or other insurance and in such amounts as at the time is customarily carried by prudent owners or tenants with respect to improvements and personal property similar in character, location and use and occupancy to the Property.

(b) **Insurance Provisions.** All insurance policies shall:

(i) provide for a waiver of subrogation by the insurer as to claims against Lessor, its employees and agents;

(ii) be primary and provide that any “other insurance” clause in the insurance policy shall exclude any policies of insurance maintained by Lessor and the insurance policy shall not be brought into contribution with insurance maintained by Lessor;

(iii) contain deductibles not to exceed \$150,000 (except for water damage and floor, which may contain deductibles not to exceed \$300,000);

(iv) contain a standard non-contributory mortgagee clause or endorsement in favor of any Lender designated by Lessor;

(v) provide that the policy of insurance shall not be terminated, cancelled or amended without at least thirty (30) days’ (or such lower period as may be customary for non-payment of premium or war risks and allied perils) prior written notice to Lessor and to any Lender covered by any standard mortgagee clause or endorsement;

(vi) provide that the insurer shall not have the option to restore the Property if Lessor elects to terminate this Lease in accordance with the terms hereof;

(vii) be in amounts sufficient at all times to satisfy any coinsurance requirements thereof;

(viii) except for workers’ compensation insurance referred to in Section 6.03(a)(iii) above, name Lessor and any Lessor Affiliate or Lender requested by Lessor, as an “additional insured” with respect to liability insurance, and as an “additional named insured” or “additional insured” with respect to real

property and rental value insurance, as appropriate and as their interests may appear;

(ix) be evidenced by delivery to Lessor and any Lender designated by Lessor of an Acord Form 28 for property, business interruption and boiler & machinery coverage (or any other form requested by Lessor) and an Acord Form 25 for commercial general liability, workers' compensation and umbrella coverage (or any other form requested by Lessor); provided that in the event that either such form is no longer available, such evidence of insurance shall be in a form reasonably satisfactory to Lessor and any Lender designated by Lessor; and

(x) be issued by insurance companies licensed to do business in the state where the Property is located and which are rated no less than A-X by Best's Insurance Guide or are otherwise approved by Lessor.

(c) **Additional Obligations.** It is expressly understood and agreed that (i) if any insurance required hereunder, or any part thereof, shall expire, be withdrawn, become void by breach of any condition thereof by Lessee, or become void by reason of the failure or impairment of the capital of any insurer, Lessee shall immediately obtain new or additional insurance meeting the requirements of this Lease; (ii) the minimum limits of insurance coverage set forth in this Section 6.03 shall not limit the liability of Lessee for its acts or omissions as expressly provided in this Lease; (iii) Lessee shall procure policies for all insurance for periods of not less than one year and shall provide to Lessor and any servicer or Lender of Lessor certificates of insurance evidencing that insurance satisfying the requirements of this Lease is in effect at all times; (iv) Lessee shall pay as they become due all premiums for the insurance required by this Section 6.03; (v) in the event that Lessee fails to comply with any of the requirements set forth in this Section 6.03, within ten (10) days of the giving of written notice by Lessor to Lessee, (A) Lessor shall be entitled to procure such insurance; and (B) any reasonable out-of-pocket sums expended by Lessor in procuring such insurance shall be Additional Rental and shall be repaid by Lessee within thirty (30) days after Lessee's receipt of an invoice, together with interest thereon at the Default Rate, from the time of payment by Lessor until fully paid by Lessee; and (vi) Lessee shall maintain all insurance policies required in this Section 6.03 such that same are not to be cancelled, invalidated or suspended on account of the conduct of Lessee, its officers, directors, managers, members, employees or agents, or anyone acting for Lessee or any subtenant or other occupant of the Property, and shall comply with all policy conditions and warranties at all times to avoid a forfeiture of all or a part of any insurance payment.

(d) **Blanket Policies.** Notwithstanding anything to the contrary in this Section 6.03, any insurance which Lessee is required to obtain pursuant to this Section 6.03 may be carried under a "blanket" policy or policies covering other properties or liabilities of Lessee provided that such "blanket" policy or policies otherwise comply with the provisions of this Section 6.03.

Section 6.04. Tax Impound. Upon the occurrence of an Event of Default in Lessee's obligation to pay taxes pursuant to Section 6 of this Lease and with respect to each Event of Default in such tax obligations pursuant to Section 6 of this Lease (but only until the later of (x) the application of the Reserve (as hereinafter defined) put up for the applicable twelve (12) month

period as a result of such Event of Default is applied in full in accordance herewith (it being understood that Lessor shall not have to return a portion of a Reserve if an Event of Default is cured prior to same being applied in full), or (y) the time the applicable Event of Default has been cured), in addition to any other remedies permitted under this Lease for such Event of Default, Lessor may require Lessee to pay to Lessor on the first day of each month the amount that Lessor reasonably estimates will be necessary in order to accumulate with Lessor sufficient funds in an impound account (which shall not be deemed a trust fund) (the "Reserve") for Lessor to pay any and all real estate taxes for the Property required to be paid pursuant to Section 6 of this Lease ("Real Estate Taxes") for the ensuing twelve (12) months. Lessor shall, upon prior written request of Lessee, provide Lessee with evidence reasonably satisfactory to Lessee that payment of the Real Estate Taxes was made in a timely fashion. In the event that the Reserve does not contain sufficient funds to timely pay any Real Estate Taxes for such ensuing twelve (12) months upon Lessor's written notification thereof, Lessee shall, within five (5) Business Days of such notice, provide funds to Lessor in the amount of such deficiency. Lessor shall pay or cause to be paid directly to the applicable taxing authorities any Real Estate Taxes then due and payable for which there are funds in the Reserve; provided, however, that in no event shall Lessor be obligated to pay any Real Estate Taxes in excess of the funds held in the Reserve, and Lessee shall remain liable for any and all Real Estate Taxes, including fines, penalties, interest or additional costs imposed by any taxing authority (unless incurred as a result of Lessor's failure to timely pay Real Estate Taxes for which it had funds in the Reserve). Lessee shall reasonably cooperate with Lessor in assuring that the Real Estate Taxes are timely paid. Lessor may deposit all Reserve funds in accounts insured by any federal or state agency and may commingle such funds with other funds and accounts of Lessor. Interest or other gains from such funds, if any, shall be the sole property of Lessor. Upon an Event of Default, in addition to any other remedies, Lessor may apply all impounded funds in the Reserve against any taxes payable under this Section 6 due from Lessee to Lessor. Lessor shall give to Lessee an annual accounting showing all credits and debits to and from such impounded funds received from Lessee.

ARTICLE VII

MAINTENANCE; ALTERATIONS

Section 7.01. Condition of Property; Maintenance. Lessee hereby accepts the Property "AS IS" and "WHERE IS" with no representation or warranty of Lessor as to the condition thereof. Lessee shall, at its sole cost and expense, be responsible for (a) keeping all of the building, structures and improvements erected on the Property in good order and repair; (b) the repair or reconstruction of any building, structures or improvements erected on the Property damaged or destroyed by a Casualty, subject to and in accordance with the terms of Article 11 of this Lease; (c) subject to Section 7.02, making all necessary structural, non-structural, exterior and interior repairs and replacements to any building, structures or improvements erected on the Property; (d) (i) using commercially reasonable efforts to remedy any encroachment upon the Property by a third party of which Lessee is actually aware (without any duty for Lessee to investigate whether any encroachments exist), (ii) protecting, defending, indemnifying, releasing and holding the Indemnified Parties harmless from and against any and all claims and Losses arising out of or in any way relating to any encroachments and/or activities upon the Property caused by any Person other than Lessor, its agents, its contractors or its employees; and (iii) prosecuting any claims that Lessee seeks to bring against any Person relating to Lessee's use and possession of the Property; and (e) paying all operating costs of the Property in the ordinary course of business. Lessee waives any right to require Lessor to maintain, repair or rebuild all or

any part of the Property or make repairs at the expense of Lessor pursuant to any Legal Requirements at any time in effect.

Section 7.02. Alterations and Improvements. During the Lease Term, except for the Improvements (as defined in the Disbursement Agreement dated as of the date hereof by and between STORE Capital Acquisitions, LLC, a Delaware limited liability company and Lessee (the "Disbursement Agreement")), which shall be approved pursuant to the Disbursement Agreement, Lessee shall not alter the exterior, structural, plumbing or electrical elements of the Property in any manner without the consent of Lessor, which consent shall not be unreasonably withheld or conditioned; provided, however, Lessee may undertake nonstructural alterations to the Property, individually, costing less than \$250,000 without Lessor's prior written consent. If Lessor's consent is required hereunder and Lessor consents to the making of any such alterations, the same shall be made by Lessee at Lessee's sole expense by a licensed contractor and according to plans and specifications approved by Lessor (such approval not to be unreasonably withheld, conditioned or delayed) and subject to such other commercially reasonable conditions as Lessor shall reasonably require. Any work at any time commenced by Lessee on the Property shall be prosecuted diligently to completion, shall be of good workmanship and materials and shall comply fully with all the terms of this Lease and all Legal Requirements. Upon completion of any alterations individually costing \$250,000 or more, except for the Improvements (a "Major Alteration"), Lessee shall promptly provide Lessor with evidence of full payment to all laborers and materialmen contributing to the alterations. Additionally, upon completion of Major Alterations, Lessee shall promptly provide Lessor with (a) an architect's certificate certifying the alterations to have been completed in conformity with the plans and specifications (if the alterations are of such a nature as would require the issuance of such a certificate from the architect); (b) a certificate of occupancy (if the alterations are of such a nature as would require the issuance of a certificate of occupancy); and (c) any other commercially reasonable documents or information reasonably requested by Lessor. Lessee shall keep the Property free from any liens arising out of any work performed on, or materials furnished to, the Property. Lessee shall execute and file or record, as appropriate, a "Notice of Non-Responsibility," or any equivalent notice permitted under applicable Law in the state where the Property is located which provides that Lessor is not responsible for the payment of any costs or expenses relating to the additions or alterations. Any addition to or alteration of the Property shall be deemed a part of the Property and belong to Lessor, and Lessee shall execute and deliver to Lessor such commercially reasonable instruments as Lessor may reasonably require to evidence the ownership by Lessor of such addition or alteration.

Section 7.03. Encumbrances. During the Lease Term, Lessor shall have the right, in Lessor's commercially reasonable judgment, to grant easements on, over, under and above the Property, only with the prior written consent of Lessee. Lessee shall comply with and perform all obligations of Lessor under all easements, declarations, covenants, restrictions and other items of record now or hereafter (but only to the extent Lessee consented to such future easements, declarations, covenants, restrictions or other encumbrances) encumbering the Property. Without Lessor's prior written consent (not to be unreasonably withheld, conditioned or delayed), Lessee shall not grant any easements on, over, under or above the Property.

ARTICLE VIII

USE OF THE PROPERTY; COMPLIANCE

Section 8.01. Use. During the Lease Term, the Property shall be used solely for the construction and operation of a Permitted Facility. Except during periods when the Property is untenable due to Casualty or Condemnation and subject to Force Majeure Events (and provided that Lessee continues to comply with the other terms and conditions of this Lease), Lessee shall at all reasonable times (subject to customary temporary closures for holidays and renovations and other customary brief closures reasonable under the circumstances (by way of example only, closure for a day due to dangerous weather conditions)) during the Lease Term occupy the Property and shall diligently operate its business on the Property. In the event that Lessee shall materially change the use of the Property, only as may be expressly permitted herein or consented to by Lessor in writing, Lessee shall provide Lessor with written notice of any such material change.

Section 8.02. Compliance. Lessee's use and occupation of the Property, and the condition thereof, shall, at Lessee's sole cost and expense, comply with all Legal Requirements and, subject to the terms of Section 7.02, all restrictions, covenants and encumbrances of record, and any owner obligations under such Legal Requirements, or restrictions, covenants and encumbrances of record, with respect to the Property, in either event, the failure with which to comply could have a Material Adverse Effect. Without in any way limiting the foregoing provisions, Lessee shall comply with all Legal Requirements applicable to Lessee and Lessee's operations at the Property relating to anti-terrorism, trade embargos, economic sanctions, Anti-Money Laundering Laws, and the Americans with Disabilities Act of 1990, as such act may be amended from time to time, and all regulations promulgated thereunder, as it affects the Property now or hereafter in effect. Lessee shall obtain, maintain and comply with all required licenses and permits, both governmental and private, to use and operate the Property as a Permitted Facility. Lessee will use commercially reasonable efforts to prevent any act or condition to exist on or about the Property that will materially increase any insurance rate thereon, except when such acts are required in the normal course of its business and Lessee shall pay for such increase. Lessee agrees that it will defend, indemnify and hold harmless the Indemnified Parties from and against any and all Losses caused by, incurred or resulting from Lessee's failure to comply with its obligations under this Section to comply with Legal Requirements. For the avoidance of doubt, Lessor agrees that Lessee shall not be obligated to make changes to the Property to comply with Legal Requirements to the extent of any legally non-conforming aspects of the Property, whether because a variance has been obtained, non-compliance has been grandfathered in, or otherwise.

Section 8.03. Environmental.

(a) **Covenants.**

(i) Lessee covenants to Lessor during the Lease Term, subject to the limitations of subsection (ii) below, as follows:

(A) All uses and operations on or of the Property, whether by Lessee or any other Person, shall be in compliance with all Environmental Laws and permits issued pursuant thereto.

(B) Lessee shall not cause or permit any Releases in, on, under or from the Property, except in Permitted Amounts.

(C) Lessee shall not cause or permit there to be any Hazardous Materials or Regulated Substances in, on or under the Property, except in Permitted Amounts. Above and below ground storage tanks shall be properly permitted and only used as permitted.

(D) Lessee shall keep the Property or cause the Property to be kept free and clear of all Environmental Liens, whether due to any act or omission of Lessee or any other Person other than Lessor, its agents, employees or contractors.

(E) Lessee shall not act or fail to act or allow any other tenant, occupant, guest, customer or other user of the Property (aside from Lessor, its agents, employees or contractors) to act or fail to act in any way that (1) materially increases a risk to human health or the environment, (2) poses an unreasonable risk of harm to any Person or the environment (whether on or off the Property), (3) has a Material Adverse Effect, (4) violates any material requirement set forth in the insurance policies maintained by Lessee or Lessor's policies (of which requirements Lessee has been given prior written notice), (5) constitutes a public or private nuisance or constitutes waste, (6) violates any covenant, condition, agreement or easement applicable to the Property, or (7) would result in any reopening of any prior investigation or causes a new investigation by a Governmental Authority having jurisdiction over the Property.

(F) Lessee shall, at its sole cost and expense, fully and expeditiously cooperate in all obligations pursuant to this Section 8.03, including but not limited to providing all relevant information and making knowledgeable persons available for interviews as reasonably necessary.

(ii) Notwithstanding any provision of this Lease to the contrary, an Event of Default shall not be deemed to have occurred as a result of the failure of Lessee to satisfy any one or more of the covenants set forth in subsections (A) through (E) above provided that Lessee shall be in compliance with the requirements of any Governmental Authority with respect to the Remediation of any Release at the Property.

(b) **Notification Requirements.** Lessee shall immediately notify Lessor in writing upon Lessee obtaining actual knowledge of (i) any Releases or Threatened Releases in, on, under or from the Property other than in Permitted Amounts, or migrating towards the Property; (ii) any non-compliance with any Environmental Laws related in any way to the Property; (iii) any actual or potential Environmental Lien; (iv) any required or proposed Remediation of environmental conditions relating to the Property required by applicable Governmental Authorities; and (v) any written or oral notice or other communication of which Lessee becomes aware from any source whatsoever (including but not limited to a Governmental Authority) relating in any way to Hazardous Materials, Regulated Substances or above or below ground storage tanks, or Remediation thereof

at or on the Property, other than in Permitted Amounts, possible liability of any Person relating to the Property pursuant to any Environmental Law, other environmental conditions in connection with the Property, or any actual or potential administrative or judicial proceedings in connection with anything referred to in this Section. Lessee shall, upon Lessor's written request, deliver to Lessor a certificate stating that, to Lessee's knowledge, Lessee is and has been in full compliance with all of the environmental representations, warranties and covenants in this Lease.

(c) **Remediation.** Lessee shall, at its sole cost and expense, and without limiting any other provision of this Lease, effectuate any Remediation required by any Governmental Authority of any condition (including, but not limited to, a Release or Threatened Release) in, on, under or from the Property and take any other reasonable action deemed necessary by any Governmental Authority for protection of human health or the environment. Should Lessee fail to undertake any required Remediation in accordance with the preceding sentence, Lessor, after written notice to Lessee and Lessee's failure to immediately undertake such Remediation, shall be permitted to complete such Remediation, and all Costs incurred in connection therewith shall be paid by Lessee. Any Cost so paid by Lessor, together with interest at the Default Rate, shall be deemed to be Additional Rental hereunder and shall be due from Lessee to Lessor within fifteen (15) Business Days after receipt of an invoice.

(d) **Indemnification.** Lessee shall, at its sole cost and expense, protect, defend, indemnify, release and hold harmless each of the Indemnified Parties from and against any and all Losses, including, but not limited to, all Costs of Remediation (whether or not performed voluntarily), arising out of or in any way relating to any Environmental Laws, Hazardous Materials, Regulated Substances, above or below ground storage tanks, or other environmental matters concerning the Property, except to the extent caused by the gross negligence or willful misconduct of Lessor, its agents, employees or contractors. It is expressly understood and agreed that Lessee's obligations under this Section shall survive the expiration or earlier termination of this Lease for any reason. Notwithstanding the foregoing, Lessee shall not be responsible for any Hazardous Materials or Regulated Substances introduced onto the Property by a party other than Lessee following the termination of this Lease.

(e) **Right of Entry.** In the event that Lessor has a reasonable basis to believe that a Release or a violation of any Environmental Law has occurred, Lessor and any other Person designated by Lessor, including but not limited to any receiver, any representative of a Governmental Authority, and any environmental consultant, shall have the right, but not the obligation, to enter upon the Property at all reasonable times and upon not less than five (5) days written notice to Lessee, to assess any and all aspects of the environmental condition of the Property and its use, including but not limited to conducting any environmental assessment or audit (the scope of which shall be determined in Lessor's sole and absolute discretion) and taking samples of soil, groundwater or other water, air, or building materials, and conducting other invasive testing. Lessee shall cooperate with and provide access to Lessor and any other Person designated by Lessor. Any such assessment or investigation shall be at Lessee's sole cost and expense.

(f) **Survival.** The obligations of Lessee and the rights and remedies of Lessor under this Section 8.03 shall survive the termination, expiration and/or release of this Lease.

Section 8.04. Sustainability.

(a) Lessor encourages Lessee to implement environmentally responsible initiatives at the Property and to read the Policy Statement on Environmental Responsibility from Lessor's Affiliate, STORE Capital LLC at <https://www.storecapital.com/wp-content/uploads/store-policy-statement-on-environmental-sustainability-esg-1.pdf>. Please direct all inquiries regarding sustainability matters to sustainability@storecapital.com.

(b) To the extent necessary for Lessor to comply with Laws applicable to Lessor or the Property, (i) within thirty (30) days after the written request of Lessor, Lessee shall deliver to Lessor copies of all utility bills and any other information related to utility consumption at the Property that Lessee actually receives from the third party utility companies for the preceding calendar quarter, and (ii) Lessee hereby authorizes Lessor to request and obtain such information described in subclause (i) directly from the applicable utility service providers and, upon thirty (30) days prior written request, Lessee shall execute any commercially reasonable agreement or consent evidencing such authorization, in form and substance reasonably acceptable to Lessee. Any information provided to Lessor hereunder shall be held confidential except for its limited use to evidence compliance with any sustainability Laws.

ARTICLE IX

ADDITIONAL COVENANTS

Section 9.01. Performance at Lessee's Expense. Lessee acknowledges and confirms that Lessor may require Lessee to reimburse Lessor for the reasonable out-of-pocket attorneys' fees incurred by Lessor in connection with (a) any modification or amendment of this Lease requested by Lessee (other than with respect to the Extension Options); (b) any release or substitution of Property requested by Lessee; (c) the procurement of third-party consents, waivers and approvals with respect to the Property or any matter related to this Lease requested by Lessee; and (d) the review of any assignment or sublease or proposed assignment or sublease or the preparation or review of any subordination or non-disturbance agreement requested by Lessee.

Section 9.02. Inspection. Lessor and its authorized representatives shall have the right, at all reasonable times and upon giving not less than five (5) days written notice to Lessee (except in the event of an emergency, in which case no prior notice shall be required), to enter the Property or any part thereof and inspect the same. Lessor shall use commercially reasonable efforts not to unreasonably interfere with Lessee's conduct of business during such entry. Lessee hereby waives any claim for damages for any injury or inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the Property and any other loss occasioned by such entry, but, subject to Section 10.01, excluding damages arising as a result of the gross negligence or willful misconduct of Lessor, its employees, agents, contractors, representatives or invitees.

Section 9.03. Financial Information.

(a) **Financial Statements.** Within forty five (45) days after the end of each fiscal quarter and within one hundred fifty (150) days after the end of each fiscal year of Lessee and Lessee Reporting Entities, Lessee shall deliver to Lessor (i) complete consolidated financial statements that consolidate Lessee and Lessee Reporting Entities, including a balance sheet, profit and loss statement, statement of stockholders' equity and statement of cash flows and all other related schedules for the fiscal period then ended, such statements to detail separately interest expense, income taxes, non-cash expenses, non-recurring expenses, operating lease expense and current portion of long-term debt – capital leases; (ii) income statements for the business at the Property; and (iii) the supplemental financial information set forth on Schedule 9.03. All such financial statements shall be prepared in accordance with GAAP, and shall be certified to be accurate and complete by an officer or director of each Lessee Reporting Entity. In the event that Lessee's business at the Property is ordinarily consolidated with other business for financial statements purposes, a separate profit and loss statement shall be provided showing separately the sales, profits and losses pertaining to the Property with interest expense, income taxes, non-cash expenses, non-recurring expenses and operating lease expense (rent), with the basis for allocation of overhead or other charges being clearly set forth in accordance with Schedule 9.03. The financial statements delivered to Lessor need not be audited, but Lessee shall deliver to Lessor copies of any audited financial statements of the Lessee Reporting Entities which may be prepared, as soon as they are available.

(b) **Other Information.** Lessee shall reasonably cooperate with Lessor (at no out-of-pocket cost to Lessee) to provide answers to reasonable additional questions that Lessor may reasonably have based upon the financial statements provided pursuant to Section 9.03(a).

Section 9.04. OFAC Laws. Upon receipt of notice or upon actual knowledge thereof, Lessee shall immediately notify Lessor in writing if any Person owning (directly or indirectly) any interest in any of the Lessee Entities, or any director, officer, shareholder, member, manager or partner of any of such holders is a Person whose property or interests are subject to being blocked under any of the OFAC Laws, or is otherwise in violation of any of the OFAC Laws, or is under investigation by any Governmental Authority for, or has been charged with, or convicted of, drug trafficking, terrorist-related activities or any violation of the Anti-Money Laundering Laws, has been assessed civil penalties under these or related Laws, or has had funds seized or forfeited in an action under these or related Laws; *provided, however*, that the covenant in this Section 9.04 shall not apply to any Person to the extent such Person's interest is in or through a U.S. Publicly Traded Entity.

Section 9.05. Estoppel Certificate. From time to time upon reasonable request during the Lease Term, Lessee and Lessor shall, promptly and in no event later than ten (10) days after a request from one party to the other, certifying: (a) that Lessee has accepted the Property; (b) that this Lease is in full force and effect and has not been modified (or if modified, setting forth all modifications); (c) the commencement and expiration dates of the Lease Term; (d) the date to which the Rentals have been paid under this Lease and the amount thereof then payable; (e) whether, to the certifying party's knowledge, there are then any existing defaults by Lessor or Lessee in the performance of their respective obligations under this Lease, and, if there are any

such defaults, specifying the nature and extent thereof; (f) that no written notice has been received by Lessee or Lessee of any default under this Lease which has not been cured, except as to defaults specified in the certificate; (g) the capacity of the Person executing such certificate, and that such Person is duly authorized to execute the same on behalf of Lessee or Lessor, as applicable; and (h) any other information reasonably requested by Lessor, Lessee or any Lender or mortgagee, as the case may be.

ARTICLE X

RELEASE AND INDEMNIFICATION

Section 10.01. Release and Indemnification. LESSEE AGREES TO USE AND OCCUPY THE PROPERTY AT ITS OWN RISK AND HEREBY RELEASES LESSOR AND LESSOR'S AGENTS AND EMPLOYEES FROM ALL CLAIMS FOR ANY DAMAGE OR INJURY TO THE FULL EXTENT PERMITTED BY LAW, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, ANY INDEMNIFIED PARTY OR THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES. LESSEE AGREES THAT LESSOR SHALL NOT BE RESPONSIBLE OR LIABLE TO LESSEE OR LESSEE'S EMPLOYEES, AGENTS, CUSTOMERS, LICENSEES OR INVITEES FOR BODILY INJURY, PERSONAL INJURY OR PROPERTY DAMAGE OCCASIONED BY THE ACTS OR OMISSIONS OF ANY OTHER LESSEE OR ANY OTHER PERSON OTHER THAN TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, ANY INDEMNIFIED PARTY OR THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES. LESSEE AGREES THAT ANY EMPLOYEE OR AGENT TO WHOM THE PROPERTY OR ANY PART THEREOF SHALL BE ENTRUSTED BY OR ON BEHALF OF LESSEE SHALL BE ACTING AS LESSEE'S AGENT WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, AND NEITHER LESSOR NOR LESSOR'S AGENTS, EMPLOYEES OR CONTRACTORS SHALL BE LIABLE FOR ANY LOSS OF OR DAMAGE TO THE PROPERTY OR ANY PART THEREOF, EXCEPT TO THE EXTENT ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, ANY INDEMNIFIED PARTY OR THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES. LESSEE SHALL INDEMNIFY, PROTECT, DEFEND AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES FROM AND AGAINST ANY AND ALL LOSSES (EXCLUDING LOSSES SUFFERED BY AN INDEMNIFIED PARTY ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, ANY INDEMNIFIED PARTY OR THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES) TO THE EXTENT CAUSED BY, INCURRED OR RESULTING FROM LESSEE'S USE AND OCCUPANCY OF, AND OPERATION OF ITS BUSINESS AT, THE PROPERTY, WHETHER RELATING TO ITS ORIGINAL DESIGN OR CONSTRUCTION, LATENT DEFECTS, ALTERATION, MAINTENANCE, USE BY LESSEE OR ANY PERSON THEREON PRIOR TO OR DURING THE LEASE TERM, SUPERVISION OR OTHERWISE, OR FROM ANY BREACH OF, DEFAULT UNDER, OR FAILURE TO PERFORM, ANY TERM OR PROVISION OF THIS LEASE AND THE OVERLEASE, BY LESSEE, ITS OFFICERS, EMPLOYEES, AGENTS OR OTHER PERSONS. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT LESSEE'S INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS LEASE FOR ANY REASON WHATSOEVER. LESSOR HEREBY INDEMNIFIES, PROTECTS, DEFENDS AND HOLDS HARMLESS LESSEE, ITS MEMBERS, MANAGERS, OFFICERS, DIRECTORS,

SHAREHOLDERS, PARTNERS, EMPLOYEES, AFFILIATES, SUBSIDIARIES, SUCCESSORS AND ASSIGNS, INCLUDING, BUT NOT LIMITED TO, ANY SUCCESSORS BY MERGER, CONSOLIDATION OR ACQUISITION OF ALL OR A SUBSTANTIAL PORTION OF THE ASSETS AND BUSINESS OF LESSEE (COLLECTIVELY, "LESSEE INDEMNIFIED PARTIES"), FROM AND AGAINST ALL LOSSES (EXCLUDING LOSSES SUFFERED BY ANY LESSEE INDEMNIFIED PARTY TO THE EXTENT ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSEE OR ANY OTHER LESSEE INDEMNIFIED PARTIES OR THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES) TO THE EXTENT CAUSED BY, INCURRED OR RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF LESSOR, ANY LESSOR INDEMNIFIED PARTY, OR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS OR INVITEES.

ARTICLE XI

CONDEMNATION AND CASUALTY

Section 11.01. Notification. Lessee shall promptly give Lessor written notice of (a) any Condemnation of the Property, (b) the commencement of any proceedings or negotiations which is reasonably anticipated to result in a Condemnation of the Property of which Lessee is aware, and (c) any Casualty to the Property or any part thereof. Such notice shall provide a general description of the nature and extent of such Condemnation, proceedings, negotiations or Casualty, and shall include copies of any documents or notices received in connection therewith. Thereafter, Lessee shall promptly send Lessor copies of all notices, material written correspondence and pleadings relating to any such Condemnation, proceedings, negotiations or Casualty.

Section 11.02. Total Condemnation. In the event of a Condemnation of all or substantially all of the Property, or if as a result of any Condemnation: (i) access to the Property to and from the publicly dedicated roads adjacent to the Property as of the Effective Date is permanently and materially impaired such that Lessee no longer has access to such dedicated road; (ii) there is insufficient parking to operate the Property as a Permitted Facility under applicable Laws; or (iii) the Condemnation includes a portion of the building such that the remaining portion is unsuitable for use as a Permitted Facility, as determined by Lessee in the exercise of good faith business judgment (and Lessee provides to Lessor an officer's certificate executed by an officer of Lessee certifying to the same) (each such event, a "Total Condemnation"), then, in such event:

(a) **Termination of Lease.** On the date of the Total Condemnation, this Lease shall terminate and all obligations of either party hereunder shall cease; *provided, however,* that any obligations which are expressly stated to survive the expiration or termination of the Lease (including, without limitation, Lessee's obligations to the Indemnified Parties under any indemnification provisions of this Lease and Lessee's obligation to pay Rental and all other Monetary Obligations (whether payable to Lessor or a third party) accruing under this Lease prior to the date of termination shall survive such termination. If the date of such Total Condemnation is other than the first day of a month, the Base Monthly Rental for the month in which such Total Condemnation occurs shall be apportioned based on the date of the Total Condemnation.

(b) **Net Award.** Subject to Section 11.07 below, Lessor shall be entitled to receive the entire Net Award in connection with a Total Condemnation without deduction for any estate vested in Lessee by this Lease, and Lessee hereby expressly assigns to Lessor all of its right, title and interest in and to every such Net Award and agrees that Lessee shall not be entitled to any Net Award or other payment for the value of Lessee's leasehold interest in this Lease.

Section 11.03. Partial Condemnation or Casualty. In the event of a Condemnation which is not a Total Condemnation (each such event, a "Partial Condemnation"), or in the event of a Casualty:

(a) **Net Awards.** All Net Awards shall be paid to Lessor; provided, that Lessor shall be required to use the portion thereof which constitutes Lessee's business interruption proceeds to be used to satisfy Lessee's Rent obligations under this Lease (it being understood that Lessor cannot retain the business interruption proceeds and separately require Lessee to pay the Rent which should have been covered by such amounts).

(b) **Continuance of Lease.** This Lease shall continue in full force and effect upon the following terms:

(i) All Rental and other Monetary Obligations due under this Lease shall continue unabated (subject to the application of the business interruption proceeds as set forth in subclause (a) above).

(ii) Lessee shall promptly commence and diligently prosecute restoration of the Property to substantially the same condition, as nearly as reasonably practicable, as immediately prior to the Partial Condemnation or Casualty as approved by Lessor (such approval not to be unreasonably withheld, conditioned or delayed). Upon the written request of Lessee (accompanied by evidence reasonably satisfactory to Lessor that such amount has been paid or is due and payable and is properly part of such costs, and that Lessee has complied with the terms of Section 7.02 in connection with the restoration), Lessor shall promptly make available in installments (at least monthly if so requested by Lessee), subject to commercially reasonable conditions for disbursement imposed by Lessor, an amount up to but not exceeding the amount of any Net Award received by Lessor with respect to such Partial Condemnation or Casualty. Prior to the disbursement of any portion of the Net Award with respect to a Casualty, Lessee shall provide evidence reasonably satisfactory to Lessor of the payment of restoration expenses by Lessee up to the amount of Lessee's insurance deductible applicable to such Casualty. Lessor shall pay to Lessee the portion of the Net Award, if any, which is in excess of the cost of restoration within thirty (30) days after the completion of such restoration (it being understood that Lessee shall perform such restoration in a commercially reasonable manner in accordance with the approved plans and specifications therefor, and shall not use unreasonable cost cutting measures, such as (by way of example only) using unreasonably low quality materials or an unqualified contractor, or only performing a portion of the work necessary to be performed) for the purpose of creating an excess of Net

Awards over the restoration costs), and Lessee shall bear all additional Costs of such restoration in excess of the Net Award.

Section 11.04. Temporary Taking. In the event of a Condemnation of all or any part of the Property for a temporary use (a "Temporary Taking"), this Lease shall remain in full force and effect without any reduction of Base Annual Rental, Additional Rental or any other Monetary Obligation payable hereunder. Except as provided below, Lessee shall be entitled to the entire Net Award for a Temporary Taking, unless the period of occupation and use by the condemning authorities shall extend beyond the date of expiration of this Lease, in which event the Net Award made for such Temporary Taking shall be apportioned between Lessor and Lessee as of the date of such expiration. At the termination of any such Temporary Taking, Lessee will, at its own cost and expense and pursuant to the provisions of Section 7.02, promptly commence and complete restoration of the Property using the Net Award paid to Lessee in connection therewith.

Section 11.05. Adjustment of Losses. Lessee shall have the right to adjust any property damage insurance required to be maintained by Lessee and any Net Award relating to a Partial Condemnation, in either case in the event that the restoration cost is \$250,000 or less. With respect to the foregoing restoration costs in excess of \$250,000, Lessee and Lessor shall cooperate with each other to adjust any such loss under any property damage insurance required to be maintained by Lessee and any Net Award relating to a Total Condemnation or a Partial Condemnation. Notwithstanding the foregoing or any other provisions of this Section 11.05 to the contrary, if at the time of any Condemnation or any Casualty or at any time thereafter a monetary Event of Default shall have occurred and be continuing, Lessor is hereby authorized and empowered but shall not be obligated, in the name and on behalf of Lessee and otherwise, to file and prosecute Lessee's claim, if any, for a Net Award on account of such Condemnation or such Casualty and to collect such Net Award and apply the same to the curing of such monetary Event of Default under this Lease, provided that Lessor shall send written notice to Lessee if Lessor elects to exercise such right.

Section 11.06. Lessee Obligation in Event of Casualty. For as long as reasonably necessary following a Casualty, Lessee shall use commercially reasonable efforts to reasonably secure the Property as reasonably necessary under the circumstances in order to avoid posing substantial risk of personal injury or property damage to any adjoining property and occupants thereof, to the extent same is reasonably within Lessee's control.

Section 11.07. Lessee Awards and Payments. Notwithstanding any provision contained in this Article XI, Lessee shall be entitled to claim and receive any award or payment from the condemning authority expressly granted for the taking of any personal property owned by Lessee, any insurance proceeds with respect to any personal property owned by Lessee, the interruption of its business and moving expenses, but only if such claim or award does not adversely affect or interfere with the prosecution of Lessor's claim for the Condemnation or Casualty, or otherwise reduce the amount recoverable by Lessor for the Condemnation or Casualty, and provided that Lessee's receipt of such Net Award shall not be a condition to, or delay Lessee's, obligation to pay Rent when due under this Lease.

ARTICLE XII

DEFAULT, CONDITIONAL LIMITATIONS, REMEDIES AND MEASURE OF DAMAGES

Section 12.01. Event of Default. Each of the following shall be an event of default by Lessee under this Lease (each, an "Event of Default"):

(a) if any representation or warranty of Lessee set forth in this Lease is false in any material respect when made in a manner which has, or is reasonably likely to have, a Material Adverse Effect, provided that if such representation or warranty is reasonably capable of being cured, Lessee shall have thirty (30) days after written notice from Lessor to cure the same;

(b) if any Rental or other Monetary Obligation due under this Lease is not paid when due if such failure continues for more than five (5) calendar days after written notice from Lessor; provided, however, Lessor shall only be required to provide such notice and cure period twice in any twelve (12) month period; provided, however, any delay in the payment of Rental as a result of a technical error in the wiring and/or automated clearinghouse process shall not constitute an Event of Default hereunder so long as the same is corrected within one (1) Business Day of the date Lessee receives written notice thereof;

(c) if Lessee abandons the Property;

(d) if there is an Insolvency Event affecting Lessee or Guarantor;

(e) if Lessee fails to observe or perform any of the other covenants, conditions or obligations of Lessee in this Lease, then such failure shall not constitute an Event of Default hereunder, unless otherwise expressly provided herein, unless and until Lessor shall have given Lessee notice thereof and a period of thirty (30) days shall have elapsed, during which period Lessee may correct or cure such failure, upon failure of which an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required. If such failure cannot reasonably be cured within such thirty (30)-day period, as determined by Lessor in its reasonable discretion, and Lessee is diligently pursuing a cure of such failure, then Lessee shall have a reasonable period to cure such failure beyond such thirty (30)-day period, which shall in no event exceed ninety (90) days after receiving written notice of such failure from Lessor. If Lessee shall fail to correct or cure such failure within such ninety (90)-day period, an Event of Default shall be deemed to have occurred hereunder without further notice or demand of any kind being required;

(f) if a final, nonappealable judgment is rendered by a court against Lessee which has a Material Adverse Effect, and is not discharged or provision made for such discharge within ninety (90) days from the date of entry thereof;

(g) if there is a breach or default of Lessor as tenant under the Overlease which breach or default is caused by Lessee or anyone claiming by, through or under Lessee,

or if the ground lessor terminates the Overlease as a result of a breach or default caused by Lessee or anyone claiming by, through or under Lessee; or

(h) if the estate or interest of Lessee in the Property shall be levied upon or attached in any proceeding and such estate or interest is about to be sold or transferred or such process shall not be vacated or discharged within ninety (90) days after it is made; or

(k) if there is an "Event of Default" or other breach or default by Lessee or Guarantor under the Disbursement Agreement, after the passage of all applicable notice and cure or grace periods.

Section 12.02. Remedies. Upon the occurrence of an Event of Default, with or without notice or demand, except as otherwise expressly provided herein or such other notice as may be required by statute and cannot be waived by Lessee, Lessor shall be entitled to exercise, at its option, concurrently, successively, or in any combination, all remedies available at Law or in equity, including, without limitation, any one or more of the following:

(a) to terminate this Lease, whereupon Lessee's right to possession of the Property shall cease and this Lease, except as to Lessee's liability and any obligations of Lessee that are expressly stated to survive the termination of this Lease, shall be terminated;

(b) to the extent not prohibited by applicable Law, to (i) re-enter and take possession of the Property (or any part thereof), and (ii) expel Lessee and those claiming under or through Lessee, without being deemed guilty in any manner of trespass or becoming liable for any loss or damage resulting therefrom, without resort to legal or judicial process, procedure or action. No notice from Lessor hereunder or under a forcible entry and detainer statute or similar Law shall constitute an election by Lessor to terminate this Lease unless such notice specifically so states. If Lessee shall, after an Event of Default, voluntarily give up possession of the Property to Lessor, deliver to Lessor or its agents the keys to the Property, or both, such actions shall be deemed to be in compliance with Lessor's rights and the acceptance thereof by Lessor or its agents shall not be deemed to constitute a termination of the Lease. Lessor reserves the right following any re-entry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate;

(c) to bring an action against Lessee for any actual damages sustained by Lessor or any equitable relief available to Lessor;

(d) to relet the Property or any part thereof for such term or terms (including a term which extends beyond the original Lease Term), at such rentals and upon such other terms as Lessor, in its sole discretion, may determine, with all proceeds received from such reletting being applied to the Rental and other Monetary Obligations due from Lessee in such order as Lessor may, in its sole discretion, determine, which other Monetary Obligations include, without limitation, all repossession costs, brokerage commissions to relet the Property, reasonable out-of-pocket attorneys' fees and expenses in connection with the Event of Default and Lessor's seeking remedies hereunder, alterations, remodeling and repair costs and expenses of preparing for such reletting. Except to the

extent required by applicable Law, Lessor shall have no obligation to relet the Property or any part thereof and shall in no event be liable for refusal or failure to relet the Property or any part thereof, or, in the event of any such reletting, for refusal or failure to collect any rent due upon such reletting, and no such refusal or failure shall operate to relieve Lessee of any liability under this Lease or otherwise to affect any such liability. Lessor shall use commercially reasonable efforts to mitigate its damages after an Event of Default, provided that Lessor shall not be obligated to relet the Property on any particular terms that do not meet Lessor's leasing requirements, or to any particular tenant on any particular timeline, nor shall Lessor be liable to Lessee for failure to relet on any particular terms to any particular tenant within any particular time frame. Lessor reserves the right following any re-entry and/or reletting to exercise its right to terminate this Lease by giving Lessee written notice thereof, in which event this Lease will terminate as specified in said notice;

(e) to recover from Lessee all Costs paid or incurred by Lessor as a result of such Event of Default;

(f) to immediately or at any time thereafter, and with or without notice, at Lessor's sole option but without any obligation to do so, correct such Event of Default and charge Lessee all Costs incurred by Lessor therein. Any Costs so paid by Lessor, together with interest at the Default Rate, shall be deemed to be Additional Rental hereunder and shall be due from Lessee to Lessor within fifteen (15) Business Days after receipt of an invoice. Any such acts by Lessor in correcting Lessee's Events of Default hereunder shall not be deemed to cure said Events of Default or constitute any waiver of Lessor's right to exercise any or all remedies set forth herein for such Event of Default;

(g) to immediately or at any time thereafter, and with or without notice, except as required herein, set off any money of Lessee held by Lessor under this Lease against any sums owed by Lessee hereunder; and/or

(h) to seek any equitable relief available to Lessor, including, without limitation, the right of specific performance.

Section 12.03. Cumulative Remedies. All powers and remedies given by Section 12.02 to Lessor, subject to applicable Law, shall be cumulative and not exclusive of one another or of any other right or remedy or of any other powers and remedies available to Lessor under this Lease, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements of Lessee contained in this Lease, and no delay or omission of Lessor to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any other or subsequent Event of Default or impair any rights or remedies consequent thereto. Every power and remedy given by this Section or by Law to Lessor may be exercised from time to time, and as often as may be deemed expedient, by Lessor, subject at all times to Lessor's right in its sole judgment to discontinue any work commenced by Lessor or change any course of action undertaken by Lessor.

Section 12.04. Lessee Waiver. Lessee hereby expressly waives, for itself and all Persons claiming by, through and under Lessee, including creditors of all kinds, (a) any right and privilege which Lessee has under any present or future Legal Requirements to redeem the Property or to have a continuance of this Lease for the Lease Term after termination of Lessee's

right of occupancy by order or judgment of any court or by any legal process or writ, or under the terms of this Lease; (b) any present or future Legal Requirement relating to notice or delay in levy of execution in case of eviction of a tenant for nonpayment of rent; and (c) any lien rights with respect to the Property which may arise pursuant to any present or future Legal Requirement.

Section 12.05. Lessor Defaults. Lessor shall not be in default hereunder unless Lessor has breached a representation of Lessor made in this Lease or unless Lessor has not cured any failure of Lessor to meet its obligations hereunder within thirty (30) days after receipt by Lessor of written notice from Lessee (or, if such condition cannot reasonably be cured within such thirty (30) day period, such long period as reasonable necessary, so long as Lessor commences to cure such condition within such thirty (30) day period and thereafter diligently prosecutes such cure to completion (a "Lessor Default"). In no event shall Lessor have the right to terminate this Lease due to a Lessor Default, but if any Lessor Default has a material adverse effect on (a) the Property, including, without limitation, the operation of the Property as a Permitted Facility, (b) Lessee's or Lessor's ability to perform its obligations under this Lease, or (c) Lessee's interests in the Property, this Lease or the Overlease, then Lessee shall have the right, upon written notice thereof to Lessor, to take such action as is reasonably necessary to cure such Lessor Default, and Lessor shall reimburse Lessee for the reasonable out-of-pocket costs incurred by Lessee in curing such Lessor Default within fifteen (15) Business Days after receipt of an invoice.

ARTICLE XIII

MORTGAGE, SUBORDINATION AND ATTORNMENT

Section 13.01. No Liens. Lessor's interest in this Lease and/or the Property shall not be subordinate to any liens or encumbrances placed upon the Property by or resulting from any act of Lessee, and nothing herein contained shall be construed to require such subordination by Lessor. NOTICE IS HEREBY GIVEN THAT LESSEE IS NOT AUTHORIZED TO PLACE OR ALLOW TO BE PLACED ANY LIEN, MORTGAGE, DEED OF TRUST, DEED TO SECURE DEBT, SECURITY INTEREST OR ENCUMBRANCE OF ANY KIND UPON ALL OR ANY PART OF THE PROPERTY OR LESSEE'S LEASEHOLD INTEREST THEREIN, AND ANY SUCH PURPORTED TRANSACTION SHALL BE VOID. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 13.01, LESSEE SHALL BE PERMITTED TO FINANCE ITS FURNITURE, TRADE FIXTURES AND EQUIPMENT AND GRANT LIENS THEREON TO ITS CREDITORS AND EQUIPMENT LESSORS IN CONNECTION THEREWITH, WHICH LIENS SHALL BE SUPERIOR TO ANY INTEREST OF LESSOR (IF ANY) THEREIN, BUT LESSEE SHALL NOT GRANT ANY SUCH PARTIES ANY LEASEHOLD INTEREST IN THIS LEASE OR THE PROPERTY (ASIDE FORM AFORESAID FURNITURE, TRADE FIXTURES AND EQUIPMENT) IN CONNECTION THEREWITH. LESSOR HEREBY WAIVES ANY STATUTORY LIEN RIGHTS IT MAY HAVE IN AND TO LESSEE'S PERSONAL PROPERTY, FURNITURE, TRADE FIXTURES AND EQUIPMENT. NOTWITHSTANDING THE FOREGOING, LESSOR ACKNOWLEDGES THAT LESSEE HAS, PRIOR TO THE EFFECTIVE DATE OF THIS LEASE, GRANTED A LIEN TO BLUE TORCH FINANCE LLC, AS ADMINISTRATIVE AGENT, AND CERTAIN OTHER LENDER'S INCLUDED THEREIN, PURSUANT TO THAT CERTAIN FINANCING AGREEMENT, DATED MARCH 30, 2023, BY AND AMONG MARANDA HOLDCO, INC., ASCENT AVIATION SERVICES, LLC, EACH OF THE OTHER ENTITIES LISTED AS BORROWERS IN THE AGREEMENT, EACH OF THE ENTITIES LISTED AS GUARANTORS IN THE AGREEMENT, THE LENDERS FROM TIME TO TIME PARTY THERETO, AND BLUE TORCH FINANCE LLC (INCLUDING AN ASSOCIATED UCC-1, IF ANY, WHICH WILL

CONSTITUTE A LIEN ON LESSEE'S LEASEHOLD INTEREST HEREIN AND WHICH SHALL BE EXPRESSLY PERMITTED UNDER THIS LEASE AND WHICH LESSOR ACKNOWLEDGES IS NOT A DEFAULT UNDER THIS LEASE OR OTHER BREACH OF THIS SECTION 13.01.

Section 13.02. Subordination. This Lease at all times shall automatically be subordinate to the Overlease and the lien of any and all ground leases and Mortgages now or hereafter placed upon the Property by Lessor, and Lessee covenants and agrees to execute and deliver (or provide commercially reasonable comments to), within ten (10) Business Days after demand, such further commercially reasonable instruments subordinating this Lease to the lien of any or all such ground leases and Mortgages as shall be reasonably requested by Lessor, or any present or future mortgagees under trust deeds, upon the condition that Lessee shall have the right to remain in possession of the Property under the terms of this Lease, notwithstanding any default in any or all such Mortgages, or after the foreclosure of such Mortgages, so long as no Event of Default shall have occurred and be continuing. Notwithstanding the foregoing, Lessor shall use commercially reasonable efforts to obtain a commercially reasonable subordination, non-disturbance and attornment agreement from any current or future ground lessors or Mortgagees.

Section 13.03. Attornment. In the event any purchaser or assignee of any Lender at a foreclosure sale acquires title to the Property, or in the event that any Lender or any purchaser or assignee otherwise succeeds to the rights of Lessor as landlord under this Lease, Lessee shall attorn to Lender or such purchaser or assignee, as the case may be (a "Successor Lessor"), and recognize the Successor Lessor as lessor under this Lease, and, subject to the provisions of this Article XIII, this Lease shall continue in full force and effect as a direct lease between the Successor Lessor and Lessee, provided that the Successor Lessor shall only be liable for any obligations of Lessor under this Lease which accrue from and after the date that such Successor Lessor acquires title. The foregoing provision shall be self-operative and effective without the execution of any further instruments.

Section 13.04. Execution of Additional Documents. Although the provisions in this Article XIII shall be self-operative and no future instrument of subordination shall be required, within ten (10) Business Days after request by Lessor, Lessee shall execute and deliver (or provide commercially reasonable comments to) such additional commercially reasonable instruments as may be reasonably required for the purpose of confirming the subordination, non-disturbance and attornment provisions hereof.

ARTICLE XIV

ASSIGNMENT

Section 14.01. Assignment by Lessor. As a material inducement to Lessor's willingness to enter into the transactions contemplated by this Lease (the "Transaction") and the other Transaction Documents, Lessee hereby agrees that Lessor may, from time to time and at any time following (but not prior to) the earlier of (x) eighteen (18) full calendar months after the execution of the Effective Date, and (y) payment of all Construction Funds (as defined in the Disbursement Agreement) by Lessor and without the consent of Lessee, engage in all or any combination of the following, or enter into agreements in connection with any of the following or

in accordance with requirements that may be imposed by the Overlease, applicable securities, tax or other Laws: (a) the sale, assignment, grant, conveyance, transfer, financing, re-financing, purchase or re-acquisition of the Property, this Lease or any other Transaction Document, Lessor's right, title and interest in this Lease or any other Transaction Document, the servicing rights with respect to any of the foregoing, or participations in any of the foregoing; or (b) a Securitization and related transactions. Without in any way limiting the foregoing, the parties acknowledge and agree that Lessor, in its sole discretion, may assign this Lease in conjunction with an assignment of the Overlease approved by the ground lessor under the Overlease, to another Person in order to maintain Lessor's or any of its Affiliates' status as a REIT. In the event of any such sale or assignment, other than a security assignment, Lessee shall attorn to such purchaser or assignee (so long as Lessor and such purchaser or assignee notify Lessee in writing of such transfer and such purchaser or assignee expressly assumes in writing the obligations of Lessor hereunder from and after the date of such assignment, and provided that this Lease shall not terminate in connection therewith or with a Securitization so long as an Event of Default is not continuing). At the request of Lessor, Lessee will execute such commercially reasonable documents confirming the sale, assignment or other transfer and such other agreements as Lessor may reasonably request, provided that the same do not increase the liabilities and obligations of Lessee hereunder or decrease the rights of Lessee hereunder. Lessor shall be relieved of liability for the performance of any obligation of Lessor contained herein arising from and after the date of such transfer or conveyance, except for obligations or liabilities accrued prior to such assignment or sale. Notwithstanding anything to the contrary contained in this Lease, with respect to any transfer of Lessor's interest in this Lease, the transferee must be a permitted assignee under the Overlease and able to make the representations of Lessor set forth in Section 5.02.

Section 14.02. No Assignment by Lessee.

(a) **Consent Required.** Lessee acknowledges that Lessor has relied both on the business experience and creditworthiness of Lessee and upon the particular purposes for which Lessee intends to use the Property in entering into this Lease. Except as expressly set forth in this Section 14.02, Lessee shall not assign, transfer, convey, pledge or mortgage this Lease or any interest herein or any interest in Lessee, whether by operation of Law or otherwise, without the prior written consent of Lessor. At the time of any assignment of this Lease which is approved by Lessor (such approval not to be unreasonably withheld, conditioned or delayed), the assignee shall assume all of the obligations of Lessee under this Lease pursuant to a written assumption agreement in form and substance reasonably acceptable to Lessor. Such assignment of this Lease pursuant to this Section 14.02 shall not relieve Lessee of its obligations respecting this Lease unless otherwise agreed to by Lessor. Any assignment, transfer, conveyance, pledge or mortgage in violation of this Section 14.02 shall be voidable at the sole option of Lessor. Any consent to an assignment given by Lessor hereunder shall not be deemed a consent to any subsequent assignment. Notwithstanding anything to the contrary contained in this Lease, any transfers of any direct or indirect interest in Guarantor shall be permitted without any consent or approval of Lessor, provided that so long as the Guaranty is in full force and effect, (i) Guarantor will not transfer or dispose of any material part of Guarantor's assets except in the ordinary course of business in exchange for fair market value consideration (as determined in good faith by Guarantor), and (ii) Guarantor will not transfer its direct interest in Lessee.

(b) **Qualified Operator.** Notwithstanding anything to the contrary contained in Section 14.02(a) and provided that no Event of Default or other default or breach in Lessee's obligations under this Lease has occurred and is continuing at the time of the proposed assignment or other transfer, and provided further that any assignee agrees to assume all of Lessee's obligations under this Lease by written agreement approved by Lessor (such approval not to be unreasonably withheld, conditioned or delayed), Lessee shall have the right to assign or otherwise transfer all, but not less than all, of its interest in, to and under this Lease without Lessor's consent to a Qualified Operator. A "Qualified Operator" shall mean a Person who is approved by the ground lessor under the Overlease (to the extent necessary), and (x) for two (2) consecutive years immediately prior to the date of assignment or transfer and (y) on a proforma basis following the consummation of such assignment or transfer (all as reasonably determined by Lessor upon review of financial statements provided by the assignee prior to the proposed lease assignment and in a form reasonably satisfactory to Lessor), (A) has a CFCCR (defined below) of at least 1.50x; (B) generates EBITDA (defined below) of at least \$22,000,000 (C) has a Funded Debt (defined below) to EBITDA (defined below) ratio that does not exceed 5.5x, and (D) has a Property 4-Wall FCCR of at least 3.00x; provided, however, that Lessee may satisfy the foregoing conditions of a Qualified Operator by providing, or causing to be provided, a lease guaranty agreement, in form and substance reasonably acceptable to and approved by Lessor, in writing, which guaranty shall be from an entity that when combined with the proposed assignee meets the requirements of (A), (B), (C) and (D) set forth in this Section 14.02(b). Lessee shall provide Lessor with at least twenty (20) days' prior written notice of the proposed assignment to a Qualified Operator, which notice must include financial information satisfying the Qualified Operator requirements set forth herein. In the event that Lessee effects an assignment to a Qualified Operator, Lessee shall be automatically released from any liability arising under this Lease and Guarantor shall be released from any liability arising under the Guaranty from and after the date of such assignment.

For purposes hereof:

"CFCCR" means with respect to the twelve month period of time immediately preceding the date of determination, the ratio calculated for such period of time, each as determined in accordance with GAAP, of (i) the sum of Consolidated Net Income (excluding non-cash income), Depreciation and Amortization, Interest Expense, income taxes, Operating Lease Expense and non-cash expenses to (ii) the sum of Operating Lease Expense (excluding non-cash rent adjustments), scheduled principal payments of long term Debt, scheduled maturities of all Finance Leases, dividends and Interest Expense (excluding non-cash interest expense and amortization of non-cash financing expenses). For purposes of calculating the CFCCR, the following terms shall be defined as set forth below:

"Consolidated Net Income" shall mean with respect to the period of determination, the net income or net loss of a Person. In determining the amount of Consolidated Net Income, (i) adjustments shall be made for nonrecurring gains and losses or non-cash items allocable to the period of determination, (ii) deductions shall be made for, among other things, Depreciation and Amortization, Interest Expense, Operating Lease Expense, and (iii) no deductions shall be made for income taxes or charges equivalent to income taxes allocable to the period of determination, as determined in accordance with GAAP.

“*Debt*” shall mean with respect to a Person, and for the period of determination (i) indebtedness for borrowed money, (ii) subject to the limitation set forth in sub item (v) below, obligations evidenced by bonds, indentures, notes or similar instruments, (iii) obligations under leases which should be, in accordance with GAAP, recorded as Finance Leases, (iv) indebtedness or obligations of a third party utilized to acquire or is secured by any equity in such Person or any assets owned by such Person, and (v) obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (v) above, except for guaranty obligations of such Person, which, in conformity with GAAP, are not included on the balance sheet of such Person.

“*Depreciation and Amortization*” shall mean the depreciation and amortization accruing during any period of determination with respect to a Person, as determined in accordance with GAAP.

“*Finance Lease*” shall mean all leases of any property, whether real, personal or mixed, by a Person, which leases would, in conformity with GAAP, be required to be accounted for as a finance lease on the balance sheet of such Person. The term “Finance Lease” shall not include any operating lease

“*Interest Expense*” shall mean for any period of determination, the sum of all interest accrued or which should be accrued in respect of all Debt of a Person, as determined in accordance with GAAP.

“*Operating Lease Expense*” shall mean the sum of all payments and expenses incurred by a Person, under any operating leases during the period of determination, as determined in accordance with GAAP.

“*EBITDA*” means for the twelve (12) month period ending on the date of determination, the sum of a Person’s net income (loss) for such period plus, in each case to the extent previously deducted in calculating net income (loss): (i) income taxes, (ii) interest payments on all of its debt obligations (including any borrowings under short term credit facilities), (iii) all non-cash charges including depreciation and amortization, and (iv) Non-Recurring Items (defined below).

“*EBITDAR*” means the sum of a Person’s EBITDA and its total land and building rent for the twelve (12) month period ending on the date of determination.

“*Funded Debt*” shall mean with respect to a Person, and for the period of determination (i) indebtedness for borrowed money, (ii) subject to the limitation set forth in sub item (iv) below, obligations evidenced by bonds, indentures, notes or similar instruments, (iii) obligations under leases which should be, in accordance with GAAP, recorded as Finance Leases, (iv) indebtedness or obligations of a third party utilized to acquire or is secured by any equity in such Person or any assets owned by such Person and (v) obligations under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clauses (i) through (v) above, except for guaranty obligations of such Person, which, in conformity with GAAP, are not included on the balance sheet of such Person.

“Non-Recurring Items” shall mean with respect to a Person, items of the sum (whether positive or negative) of revenue minus expenses that, in the judgment of Lessor, are unusual in nature, occur infrequently and are not representative of the ongoing or future earnings or expenses of such Person.

“Property 4-Wall FCCR” means, with respect to the twelve month period of time immediately preceding the date of determination, the ratio calculated for such period of time, each as determined in accordance with GAAP, of (1) the sum of net income (excluding non-cash income), Depreciation and Amortization, Interest Expense, Operating Lease Expense and non-cash expenses solely with respect to the Property, to (2) sum of Operating Lease Expense (excluding non-cash rent adjustments) solely with respect to the Property.

Section 14.03. No Sale of Assets. Except in connection with an assignment of this Lease to a Qualified Operator, Lessee shall not sell all or substantially all of Lessee’s assets without the prior written consent of Lessor. Any sale of Lessee’s assets in violation of this Section 14.03, shall be voidable at the sole option of Lessor. Any consent to a sale of Lessee’s assets given by Lessor hereunder shall not be deemed a consent to any subsequent sale of Lessee’s assets.

Section 14.04. Subletting. Lessee shall not sublet any or all of the Property without the prior written consent of Lessor, such consent not to be unreasonably withheld, conditioned or delayed and any purported subletting without such consent shall be void. Lessor acknowledges that all of the subleases in effect as of the Effective Date (i.e., sublease with Rampart Aviation for hangar and office space in Building 63, sublease with Ed Stine for land adjacent to fuel farm and reclamation area, sublease with US Government for land located on the southwest corner of the aircraft storage area, and sublease with Turbo Resources for 30,000 square feet of land adjacent to reclamation area) are approved and may remain in effect without further consent by Lessor, and Lessor shall not unreasonably withhold, condition or delay consent to future modifications thereof.

Section 14.05. Overlease. Lessor and Lessee acknowledge and agree that the Property is held by Lessor as a tenant under that certain Restated and Extended Lease Agreement dated June 9, 2021 by and between Pinal County, as ground lessor, and Lessor, as ground lessee, together with that certain First Amendment dated November 3, 2021 and that certain Second Amendment of even date herewith, pursuant to which Lessor leases the Property from the ground lessor (as may be amended, modified, restated and/or assigned from time to time, the “Overlease”) and that this Lease is a sublease as to the Property. The following provisions are in addition to the other provisions of this Lease and shall not substitute for or replace the other provisions in this Lease, except to the extent the following provisions conflict with the other provisions in this Lease, in which case these following provisions shall govern as to the Property unless expressly stated to the contrary herein:

(a) Lessee shall not use or occupy the Property, or permit the Property to be used or occupied, by Lessee or any party for any use, purpose or activity which is not permitted by the Overlease.

(b) Lessee agrees that the terms, covenants, provisions and conditions of the Overlease applying to Lessor as the tenant thereunder shall apply directly to Lessee in accordance with clause (c) of this Section 14.05, and Lessee hereby does and shall

assume and perform fully all the duties, obligations, liabilities and undertakings of Lessor as the tenant under the Overlease, including payment of all the fixed, basic rents and additional rents and any and all other payments to be made pursuant to the Overlease (whether as direct payments under the Overlease or as and to the extent this Lease provides for payment of same as a part of Rental under this Lease, except to the extent expressly set forth in this Lease as a Lessor obligation), whether arising before, on or after the Effective Date. In the event of any inconsistency between the terms, covenants, provisions and conditions of the Overlease and the terms, covenants, provisions and conditions of this Lease as the same applies to the Property, the terms, covenants, provisions and conditions of the Overlease with respect to such obligation or liability shall control and be complied with by Lessee. Lessee agrees that it will not do, or cause or suffer to be done, any act (whether of commission or omission where there is a duty to act) which would result in a breach of or default by the lessee under any term, covenant, provision or condition of the Overlease beyond all applicable notice and cure periods.

(c) Lessee shall at its sole expense, (i) comply with all of the terms and provisions of the lessee under the Overlease (whether arising before, on or after the Effective Date, and continuing through the expiration or earlier termination of this Lease Term) as if Lessee were the lessee under the Overlease, and (ii) notwithstanding the requirements of Section 6.03, comply with the requirements of all policies of insurance which are required to be maintained by the lessee under the Overlease.

(d) Lessor shall have no responsibility or liability to provide any services to Lessee with respect to either the Property, or for performing any of the duties, obligations, liabilities or undertakings of the lessor or lessee under the Overlease. Lessor agrees, however, that in case where Lessor's cooperation is necessary or reasonably desired to enforce rights of the lessee under the Overlease, Lessor will use its commercially reasonable efforts to cause the lessor under the Overlease to perform its duties, obligations, liabilities and undertakings thereunder, provided Lessee agrees to and does bear the reasonable out-of-pocket expense incurred by Lessor in connection therewith (including reasonable out-of-pocket attorneys' fees), and reimburses Lessor therefor within fifteen (15) Business Days after receipt of an invoice. Promptly after Lessee's request for Lessor's cooperation pursuant to this subclause (d), Lessor shall provide Lessee with Lessor's good faith estimate of the costs and expenses Lessor reasonably anticipates incurring in connection with such cooperation, and upon receipt of such estimate, Lessee may notify Lessor whether or not Lessee still desires Lessor's cooperation on the terms of this subclause (d).

(e) In the event of any Casualty, or in the event of any Condemnation of all or part of the Property, the terms, covenants, provisions and conditions of the Overlease shall not be the controlling instrument as between Lessor and Lessee, but the provisions of this Lease relating to such event shall control exclusively between Lessor and Lessee.

(f) Lessor shall promptly provide to Lessee copies of (i) any notices or demands received by Lessor from the ground lessor under the Overlease and (ii) any notices sent by Lessor to the ground lessor under the Overlease. Further, Lessor shall not amend, modify or terminate the Overlease, without the prior written consent of Lessee (which may be withheld in Lessee's sole discretion) and Lessor shall not take, or fail to

take (where there is a duty to take), any action which would result in a termination of the Overlease without the prior written consent of Lessee.

ARTICLE XV

NOTICES

Section 15.01. Notices. All notices, demands, designations, certificates, requests, offers, consents, approvals, appointments and other instruments given pursuant to this Lease shall be in writing and given by any one of the following: (a) hand delivery; (b) express overnight delivery service; (c) certified or registered mail, return receipt requested; or (d) email transmission, and shall be deemed to have been delivered upon (i) receipt or refusal to accept delivery, if hand delivered; (ii) the next Business Day, if delivered by a reputable express overnight delivery service; (iii) the third Business Day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested; or (iv) the day of transmission if sent prior to 5:00 p.m. local time on a Business Day in the state where the Property is located (or the next Business Day if delivered not on a Business Day or after 5:00 p.m. local time in such state where the Property is located on a Business Day), if delivered by email transmission. Notices shall be provided to the parties and addresses (or electronic mail addresses) specified below:

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

With a copy to: Brownstein Hyatt Farber Schreck, LLP
675 15th Street, Suite 2900
Denver, CO 80202
Attention: Avi Loewenstein
Email: ALoewenstein@BHFS.com

If to Lessor: STORE Capital Acquisitions, LLC
8377 E. Hartford Drive, Suite 100
Scottsdale, AZ 85255
Attention: Asset Management
Email: customerservice@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.

ARTICLE XVI

LANDLORD'S LIEN / SECURITY INTEREST

Section 16.01. Intentionally Omitted.

ARTICLE XVII

MISCELLANEOUS

Section 17.01. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, acts of God, enemy or hostile governmental action, civil commotion, riots, insurrection, war, invasion, terrorism, fire, earthquake, explosion, flood, hurricane, Law, inability to obtain materials, services, utilities or labor required for performance, theft, epidemic or pandemic, regional or national emergency, or other casualty beyond the control of the party obligated to perform (each, a "Force Majeure Event") shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, expressly excluding, however, the obligations imposed upon either party with respect to any monetary obligations to be paid hereunder.

Section 17.02. No Merger. There shall be no merger of this Lease nor of the leasehold estate created by this Lease with the fee estate in or ownership of the Property by reason of the fact that the same person, corporation, firm or other entity may acquire or hold or own, directly or indirectly, (a) this Lease or the leasehold estate created by this Lease or any interest in this Lease or in such leasehold estate, and (b) the fee estate or ownership of the Property or any interest in such fee estate or ownership. No such merger shall occur unless and until all persons, corporations, firms and other entities having any interest in (i) this Lease or the leasehold estate created by this Lease, and (ii) the fee estate in or ownership of the Property or any part thereof sought to be merged shall join in a written instrument effecting such merger and shall duly record the same.

Section 17.03. Interpretation. Lessor and Lessee acknowledge and warrant to each other that each has been represented by independent counsel and has executed this Lease after being fully advised by said counsel as to its effect and significance. This Lease 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. Whenever in this Lease any words of obligation or duty are used, such words or expressions shall have the same force and effect as though made in the form of a covenant.

Section 17.04. Characterization. The following expressions of intent, representations, warranties, covenants, agreements, stipulations and waivers are a material inducement to Lessor entering into this Lease:

(a) Lessor and Lessee intend that (i) this Lease is a "true lease," is not a mortgage, equitable mortgage, deed of trust, trust agreement, security agreement or other financing or trust arrangement, and the economic realities of this Lease are those of a true lease; and (ii) the business relationship created by this Lease and any related documents is solely that of a long-term commercial lease between Lessor and Lessee, the Lease has been entered into by both parties in reliance upon the economic and legal bargains contained herein, and none of the agreements contained herein is intended, nor shall the

same be deemed or construed, to create a partnership (de facto or de jure) between Lessor and Lessee, to make them joint venturers, to make Lessee an agent, legal representative, partner, subsidiary or employee of Lessor, nor to make Lessor in any way responsible for the debts, obligations or losses of Lessee.

(b) Both parties waive any claim or defense based upon the characterization of this Lease as anything other than a true lease of the Property. Lessee and Lessor each stipulates and agrees (i) not to challenge the validity, enforceability or characterization of the lease of the Property as a true lease of the Property; and (ii) not to knowingly or intentionally take or permit (where such party has the right or ability to permit or prevent) any action with respect to the filing of any statement or disclosure to a Governmental Authority (except to the extent required by Law) which is reasonably likely to nullify or materially affect the characterization of this Lease as an absolute conveyance and lease of all of the Property (and not a financing) as more particularly described in this Section 17.04.

Section 17.05. Disclosures.

(a) **Securities Act or Exchange Act.** The parties agree that, notwithstanding any provision contained in this Lease, 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 to be disclosed under the Securities Act or the Exchange Act.

(b) **Lessor Advertising and Related Publications.** Lessee hereby consents to the use by Lessor of, and Lessor is hereby expressly permitted to use pictures of the Property (which may include signage) (collectively "Lessee's Information") solely in connection with Lessor's sales, advertising, and press release materials, including on Lessor's website. Lessee's consent shall be deemed authorization for the limited use of Lessee's Information by Lessor under all applicable copyright and trademark laws. Except to the extent same is visible in Lessee's Information permitted to be used by Lessor pursuant hereto, Lessor shall not be permitted to use Lessee's name, trademarks or logos without Lessee's prior written consent, in Lessee's sole discretion.

(c) **Public Disclosures.** Except as required by Law or judicial action, or expressly permitted in accordance with Section 17.07 or Section 17.10, neither party shall make any public disclosure, including press releases or any form of media release, of this Lease or any transactions relating hereto without the prior written consent of the other party. The foregoing shall not prohibit the disclosure of information on an as needed basis to a party's or is Affiliates, attorneys, lenders, accountants, consultants, bankers, appraisers, financial advisors, financing sources, management company personnel and other professional consultants and advisors, provided such parties are advised of the confidential nature of the information.

Section 17.06. Attorneys' Fees. In the event of any judicial or other adversarial proceeding concerning this Lease, to the extent permitted by Law, the prevailing party shall be entitled to recover all of its reasonable out-of-pocket attorneys' fees and other Costs in addition to any other relief to which it may be entitled.

Section 17.07. Memorandum of Lease. Concurrently with the execution of this Lease, Lessor and Lessee are executing Lessor's standard form (with such commercially reasonable changes as may be agreed upon by Lessee and Lessor) memorandum of lease in recordable form, indicating the names and addresses of Lessor and Lessee, a description of the Property, and the Lease Term, but omitting Rentals and such other terms of this Lease as Lessor may not desire to disclose to the public.

Section 17.08. No Brokerage. Lessor and Lessee represent and warrant to each other that they have had no conversation or negotiations with any broker concerning the leasing of the Property, with the exception of Newmark, whose fee shall be paid by Lessee pursuant to a separate commission agreement. Each of Lessor and Lessee agrees to protect, indemnify, save and keep harmless the other, against and from all liabilities, claims, losses, Costs, damages and expenses, including attorneys' fees, arising out of, resulting from or in connection with their breach of the foregoing warranty and representation.

Section 17.09. Waiver of Jury Trial and Certain Damages. LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER OR ITS SUCCESSORS WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE, LESSEE'S USE OR OCCUPANCY OF THE PROPERTY, AND/OR ANY CLAIM FOR INJURY OR DAMAGE RELATED TO THIS LEASE, OR ANY EMERGENCY OR STATUTORY REMEDY WITH RESPECT TO THIS LEASE. THIS WAIVER BY THE PARTIES HERETO OF ANY RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN CONNECTION WITH THIS LEASE HAS BEEN NEGOTIATED AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN. FURTHERMORE, LESSOR AND LESSEE HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES FROM THE OTHER PARTY AND ANY OF THE AFFILIATES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS OR EMPLOYEES OF LESSOR OR LESSEE, AS APPLICABLE, OR ANY OF THEIR SUCCESSORS WITH RESPECT TO ANY AND ALL ISSUES PRESENTED IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BROUGHT WITH RESPECT TO ANY MATTER ARISING OUT OF OR IN CONNECTION WITH THIS LEASE OR ANY DOCUMENT CONTEMPLATED HEREIN OR RELATED HERETO. THE WAIVER BY LESSOR AND LESSEE OF ANY RIGHT EITHER MAY HAVE TO SEEK PUNITIVE, CONSEQUENTIAL, SPECIAL AND INDIRECT DAMAGES HAS BEEN NEGOTIATED BY THE PARTIES HERETO AND IS AN ESSENTIAL ASPECT OF THEIR BARGAIN.

Section 17.10. Securitizations. As a material inducement to Lessor's willingness to enter into the Transactions contemplated by this Lease and the other Transaction Documents, Lessee hereby acknowledges and agrees that, from and after (but not prior to) the date that is the earlier of (x) eighteen (18) full calendar months after the execution of the Disbursement Agreement and (y) payment of all Construction Funds by Lessor, Lessor may, from time to time and at any time (a) advertise or otherwise disclose non-confidential, non-proprietary information regarding the Transaction customarily disclosed by landlords or property owners in connection with Securitizations of the applicable property interest; and (b) (i) act or permit another Person to act as sponsor, settler, transferor or depositor of, or a holder of interests in, one or more Persons or other arrangements formed pursuant to a trust agreement, indenture, pooling agreement,

participation agreement, sale and servicing agreement, limited liability company agreement, partnership agreement, articles of incorporation or similar agreement or document, provided same does not adversely affect Lessee's rights and obligations under this Lease; and (ii) permit one or more of such Persons or arrangements to offer and sell stock, certificates, bonds, notes, other evidences of indebtedness or securities that are directly or indirectly secured, collateralized or otherwise backed by or represent a direct or indirect interest in whole or in part in any of the assets, rights or properties described in Section 14.01 of this Lease, in one or more Persons or arrangements holding such assets, rights or properties, or any of them, subject to and in accordance with the terms of Section 14.01 (collectively, the "Securities"), whether any such Securities are privately or publicly offered and sold, or rated or unrated (any combination of which actions and transactions described in both clauses (i) and (ii) in this paragraph, whether proposed or completed, are referred to in this Lease as a "Securitization"). Lessee shall reasonably cooperate with Lessor and any Affected Party with respect to all reasonable requests and due diligence procedures in connection with such Securitization, provided that such cooperation shall be at no additional cost or expense to Lessee. No Securitization shall result in the termination of the Lease so long as an Event of Default is not continuing.

Section 17.11. State-Specific Provisions. The provisions and/or remedies which are set forth on the attached Exhibit D shall be deemed a part of and included within the terms and conditions of this Lease.

Section 17.12. Time is of the Essence; Computation. Time is of the essence with respect to each and every provision of this Lease. If any deadline provided herein falls on a non-Business Day, such deadline shall be extended to the next day that is a Business Day.

Section 17.13. Waiver and Amendment. No provision of this Lease shall be deemed waived or amended except by a written instrument unambiguously setting forth the matter waived or amended and signed by (x) the party against which enforcement of such waiver is sought, or (y) with respect to amendments, both parties hereto. Waiver of any matter shall not be deemed a waiver of the same or any other matter on any future occasion. No acceptance by Lessor of an amount less than the Rental and other Monetary Obligations stipulated to be due under this Lease shall be deemed to be other than a payment on account of the earliest such Rental or other Monetary Obligations then due or in arrears nor shall any endorsement or statement on any check or letter accompanying any such payment be deemed a waiver of Lessor's right to collect any unpaid amounts or an accord and satisfaction.

Section 17.14. Successors Bound. Except as otherwise specifically provided herein, the terms, covenants and conditions contained in this Lease shall bind and inure to the benefit of the respective heirs, successors, executors, administrators and assigns of each of the parties hereto.

Section 17.15. Captions. Captions are used throughout this Lease for convenience of reference only and shall not be considered in any manner in the construction or interpretation hereof.

Section 17.16. Other Documents. Each of the parties agrees to sign such other and further commercially reasonable documents as may be reasonably necessary or appropriate to carry out the intentions expressed in this Lease.

Section 17.17. Entire Agreement. This Lease and any other instruments or agreements referred to herein, constitute the entire agreement between the parties with respect to the subject matter hereof, and there are no other representations, warranties or agreements except as herein provided.

Section 17.18. Forum Selection; Jurisdiction; Venue; Choice of Law. For purposes of any action or proceeding arising out of this Lease, the parties hereto expressly submit to the jurisdiction of all federal and state courts located in the state where the Property is located. Lessee and Lessor each consents that it may be served with any process or paper by registered mail or by personal service within or without the state where the Property is located in accordance with applicable Law. Furthermore, Lessee and Lessor each 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 in the jurisdiction where the Property is located, that the action, suit or proceeding brought within the jurisdiction where the Property is located is brought in an inconvenient forum or that venue of the action, suit or proceeding brought in the jurisdiction where the Property is located is improper. This Lease shall be governed by, and construed with, the Laws of the applicable state in which the Property is located, without giving effect to any state's conflict of Laws principles.

Section 17.19. Exculpation. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease, that (a) there shall be absolutely no personal liability on the part of any director, officer, manager, member, employee, partner or agent of either party with respect to any of the terms, covenants and conditions of this Lease, (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 Lease, 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 Lease, such exculpation of liability to be absolute and without any exception whatsoever.

Section 17.20. Counterparts. This Lease 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 Lease via e-mail in a ".pdf" or other electronic format shall be deemed transmission of the original Lease for all purposes.

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

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

LESSOR:

STORE CAPITAL ACQUISITIONS, LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Title: _____

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

LESSEE:

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

By: _____

Printed Name: _____

Title: _____

EXHIBITS

Exhibit A:	Defined Terms
Exhibit B:	Legal Description and Street Address of the Property
Exhibit C:	Authorization Agreement – Pre-Arranged Payments
Exhibit D:	State-Specific Provisions
Schedule 9.03	Supplemental Financial Information
Schedule 3.04	Lessee's FF&E

EXHIBIT A
DEFINED TERMS

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

"Additional Rental" has the meaning set forth in Section 4.03.

"Adjustment Date" has the meaning set forth in Section 1.07.

"Affected Party" means each direct or indirect participant or investor in a proposed or completed Securitization, including, without limitation, any prospective owner, any rating agency or any party to any agreement executed in connection with the Securitization.

"Affiliate" 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 the ownership of voting securities or otherwise.

"Anti-Money Laundering Laws" means all applicable Laws and regulations and government requirements on the prevention and detection of money laundering, including, without limitation, (a) 18 U.S.C. §§ 1956 and 1957; and (b) the Bank Secrecy Act, 31 U.S.C. §§ 5311 et seq., and its implementing regulations, 31 CFR Part 103.

"Base Annual Rental" has the meaning set forth in Section 1.05.

"Base Monthly Rental" means an amount equal to 1/12 of the applicable Base Annual Rental.

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

"Casualty" means any loss of or damage to all or any part of the Property caused by an Act of God, fire, flood or other catastrophe.

"Code" means the Internal Revenue Code of 1986, as the same may be amended from time to time.

"Condemnation" means a Taking and/or a Requisition.

"Costs" means all reasonable out-of-pocket costs and expenses incurred by a Person, including, without limitation, reasonable out-of-pocket attorneys' fees and expenses, court costs, expert witness fees, costs of tests and analyses, deposition and trial transcripts, copies and other similar costs and fees, brokerage fees, escrow fees, stamp taxes and recording fees, as the circumstances reasonably require.

“*Default Rate*” means 12% per annum or the highest rate permitted by Law, whichever is less.

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

“*Environmental Laws*” means federal, state and local Laws, ordinances, common law requirements and regulations and standards, rules, policies and other governmental requirements, administrative rulings and court judgments and decrees having the effect of Law in effect now or in the future and including all amendments, that relate to Hazardous Materials, Regulated Substances, USTs, and/or the protection of human health or the environment, or relating to liability for or Costs of Remediation or prevention of Releases, and apply to Lessee and/or the Property.

“*Environmental Liens*” means any liens and other encumbrances imposed pursuant to any Environmental Law.

“*Event of Default*” has the meaning set forth in Section 12.01.

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Extension Option*” has the meaning set forth in Section 3.02.

“*Extension Term*” has the meaning set forth in Section 3.02.

“*Force Majeure Event*” has the meaning set forth in Section 17.01.

“*GAAP*” means generally accepted accounting principles, consistently applied from period to period.

“*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.

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

“*Guaranty*” means that certain Unconditional Guaranty of Payment and Performance dated as of the date hereof given by Guarantor for the benefit of Lessor, as the same may be amended from time to time.

“*Hazardous Materials*” means (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 regulating Hazardous Materials, or other Environmental 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. § 5101, 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.

"Indemnified Parties" means Lessor, its members, managers, officers, directors, shareholders, partners, employees, affiliates, subsidiaries, successors and assigns, including, but not limited to, any successors by merger, consolidation or acquisition of all or a substantial portion of the assets and business of Lessor.

"Initial Term" has the meaning set forth in Section 3.01.

"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 bankrupt or insolvent; (ii) seeking liquidation, dissolution, 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 Person, either such proceeding shall remain undismissed for a period of one hundred twenty (120) days or any of the actions sought in such proceeding shall occur; or (c) any Person taking any corporate action to authorize any of the actions set forth above in this definition.

"Insurance Premiums" has the meaning in Section 6.04.

"Law(s)" means all 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 applicable Person.

"Lease Term" has the meaning described in Section 3.01.

"Legal Requirements" means the requirements of all Laws.

“*Lender*” means any lender in connection with any loan secured by Lessor’s interest in the Property, and any servicer of any loan secured by Lessor’s interest in the Property.

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

“*Lessee Reporting Entities*” means individually or collectively, as the context may require, Lessee and Guarantor. If applicable, Lessor will accept financial statements from the parent entity of Lessee in lieu of financial statements from Lessee provided that such parent entity is a guarantor of this Lease.

“*Lessee’s Information*” has the meaning set forth in Section 17.05(b).

“*Lessor Entity*” or “*Lessor Entities*” means individually or collectively, as the context may require, Lessor and all Affiliates of Lessor.

“*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).

“*Material Adverse Effect*” means a material adverse effect on (a) the Property, including, without limitation, the operation of the Property as a Permitted Facility; (b) the contemplated business, condition, worth or operations of any Lessee Entity; (c) Lessee’s ability to perform its obligations under this Lease; (d) Lessor’s interests in the Property, this Lease, the Overlease or the other Transaction Documents; or (e) any Guarantor’s ability to perform its obligations under the Guaranty.

“*Monetary Obligations*” means all Rental and all other sums payable or reimbursable by Lessee under this Lease to Lessor, to any third party on behalf of Lessor, or to any Indemnified Party.

“*Mortgage*” means, collectively, the mortgages, deeds of trust or deeds to secure debt, assignments of rents and leases, security agreements and fixture filings executed by Lessor for the benefit of Lender for which a lien on the Property is granted to Lender, as such instruments may be amended, modified, restated or supplemented from time to time and any and all replacements or substitutions.

“*Net Award*” means (a) the entire award payable with respect to the Property by reason of a Condemnation whether pursuant to a judgment or by agreement or otherwise; or (b) the entire proceeds of any insurance required under Section 6.03 payable with respect to the Property, as the case may be, and in either case, less any Costs incurred by Lessor in collecting such award or proceeds.

“*OFAC Laws*” means Executive Order 13224 issued by the President of the United States, and all regulations promulgated thereunder, including, without limitation, the Terrorism Sanctions Regulations (31 CFR Part 595), the Terrorism List Governments Sanctions Regulations (31 CFR Part 596), the Foreign Terrorist Organizations Sanctions Regulations (31 CFR Part 597), and the Cuban Assets Control Regulations (31 CFR Part 515), and all other present and future federal, state and local Laws, ordinances, regulations, policies, lists (including, without limitation, the Specially Designated Nationals and Blocked Persons List) and any other requirements of any Governmental Authority (including without limitation, the U.S. Department of the Treasury Office of Foreign Assets Control) addressing, relating to, or attempting to eliminate, terrorist acts and acts of war, each as supplemented, amended or modified from time to time after the Effective Date, and the present and future rules, regulations and guidance documents promulgated under any of the foregoing, or under similar Laws, ordinances, regulations, policies or requirements of other states or localities.

“*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>.

“*Overlease*” has the meaning set forth in Section 14.05.

“*Partial Condemnation*” has the meaning set forth in Section 11.03.

“*Permitted Amounts*” shall mean, with respect to any given level of Hazardous Materials or Regulated Substances, that level or quantity of Hazardous Materials or Regulated Substances in any form or combination of forms which does not constitute a violation of any Environmental Laws and is customarily employed in, or associated with Lessee’s business operations at the Property or similar businesses located in the state where the Property is located.

“*Permitted Facility*” means a hangar for aeronautical services (including, without limitation, the maintenance, repair and reclamation of commercial and private airplanes), all related purposes such as ingress, egress and parking, and uses incidental thereto, and any other uses expressly permitted under the Overlease.

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

“*Property*” means that parcel or parcels of real estate and the rights, privileges, and appurtenances associated therewith, and all buildings, fixtures and other improvements now or hereafter located on such real estate (whether or not affixed to such real estate), all as described in, and leased to Lessor as lessee under, the Overlease.

“*Real Estate Taxes*” has the meaning set forth in Section 6.04.

“*Regulated Substances*” means “petroleum” and “petroleum-based substances” or any similar terms defined in or described and regulated by any of the Environmental Laws and any applicable federal, state, county or local Laws applicable to or regulating USTs.

“*REIT*” means a real estate investment trust as defined under Section 856 of the Code.

“*Release*” means any presence, release, deposit, discharge, emission, leaking, spilling, seeping, migrating, injecting, pumping, pouring, emptying, escaping, dumping, disposing or other movement of Hazardous Materials or Regulated Substances into the environment.

“*Remediation*” means any remedial, removal, or corrective action, any activity to cleanup, detoxify, decontaminate, contain or otherwise remediate any Hazardous Materials, Regulated Substances or USTs, any actions to prevent, cure or mitigate any Release, any action to comply with any Environmental Laws or with any permits issued pursuant thereto, any inspection, investigation, study, monitoring, assessment, audit, sampling and testing, laboratory or other analysis, or any evaluation relating to any Hazardous Materials, Regulated Substances or USTs.

“*Rental*” means, collectively, the Base Annual Rental and the Additional Rental.

“*Rental Adjustment*” means an amount equal to three percent (3.0%) of the Base Annual Rental in effect immediately prior to the applicable Adjustment Date.

“*Requisition*” means any temporary requisition or confiscation of the use or occupancy of the Property by any Governmental Authority, civil or military, whether pursuant to an agreement with such Governmental Authority in settlement of or under threat of any such requisition or confiscation, or otherwise.

“*Reserve*” has the meaning in Section 6.04.

“*Securities*” has the meaning set forth in Section 17.10.

“*Securities Act*” means of the Securities Act of 1933, as amended.

“*Securitization*” has the meaning set forth in Section 17.10.

“*Successor Lessor*” has the meaning set forth in Section 13.03.

“*Taking*” means (a) any taking of all or a portion of the Property (i) in or by condemnation or other eminent domain proceedings pursuant to any Law, general or special; (ii) by reason of any agreement with any condemnor in settlement of or under threat of any such condemnation or other eminent domain proceeding; or (iii) by any other means by a Governmental Authority; or (b) any de facto condemnation by a Governmental Authority. The Taking shall be considered to have taken place as of the later of the date actual physical possession is taken by the condemnor, or the date on which the right to compensation and damages accrues under the Law applicable to the Property.

“*Temporary Taking*” has the meaning set forth in Section 11.04.

“Threatened Release” means a substantial likelihood of a Release which requires action to prevent or mitigate damage to the soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any other environmental medium comprising or surrounding the Property which may result from such Release.

“Total Condemnation” has the meaning set forth in Section 11.02.

“Transaction” has the meaning set forth in Section 14.01.

“Transaction Documents” means this Lease, the Overlease, and the Guaranty.

“U.S. Publicly Traded Entity” means an entity whose securities are listed on a national securities exchange or quoted on an automated quotation system in the United States or a wholly-owned subsidiary of such an entity.

“USTs” means any one or combination of tanks and associated product piping systems used in connection with storage, dispensing and general use of Regulated Substances.

EXHIBIT B

LEGAL DESCRIPTION AND STREET ADDRESS OF THE PROPERTY

Street Address:

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

Legal Description:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B-1

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

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

TOGETHER WITH:

COMMENCING at said southeast corner of Section 33;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

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

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

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

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

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

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point B":

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

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

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

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

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

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

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

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

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

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

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

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE South 44 degrees 59 minutes 04 seconds East, a distance of 206.34 feet;
THENCE North 44 degrees 03 minutes 32 seconds East, a distance of 209.63 feet;
THENCE South 45 degrees 02 minutes 52 seconds East, a distance of 126.30 feet;
THENCE South 44 degrees 57 minutes 27 seconds West, a distance of 256.02 feet;
THENCE South 44 degrees 40 minutes 21 seconds East, a distance of 426.07 feet;
THENCE South 44 degrees 22 minutes 26 seconds West, a distance of 78.96 feet to the POINT OF BEGINNING.

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point C":

THENCE North 20 degrees 29 minutes 54 seconds West, a distance of 38.28 feet to the POINT OF BEGINNING;
THENCE North 46 degrees 23 minutes 42 seconds West, a distance of 449.41 feet;
THENCE North 43 degrees 49 minutes 34 seconds East, a distance of 79.87 feet;
THENCE South 46 degrees 08 minutes 04 seconds East, a distance of 450.48 feet;
THENCE South 44 degrees 37 minutes 03 seconds West, a distance of 77.84 feet to the POINT OF BEGINNING.

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

TOGETHER WITH:

COMMENCING at the aforementioned "Point A":

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

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

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

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

And:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT C

AUTHORIZATION AGREEMENT – PRE-ARRANGED PAYMENTS

KeyBank Real Estate Capital

11501 Outlook Street, Suite 300
Overland Park, KS 66211
Toll-Free: 888-979-1200

Direct: 913-317-4100

Fax: 877-379-1625



AUTO DRAFT AUTHORIZATION FORM

Client Information

Property Information

Contract Information

Contract #:

Payment Due Date:

The undersigned hereby authorizes STORE Capital LLC, by its Servicer, to make electronic debit entries for payments and any necessary adjustments involving these entries in the account identified below and authorizes STORE Capital LLC, by its Servicer, to accept such entries and make any necessary adjustments. Undersigned also authorizes STORE Capital LLC, or its Servicer, to impose customary returned item processing fees. It is agreed that these entries will be made under the Rules of the National Automated Clearing House Association. You will receive advance notification if the payment amount changes in the future due to a contemplated payment change. This authorization will remain in effect until written notice of termination is delivered to STORE Capital LLC, or its Servicer, in a timely manner so as to afford STORE Capital LLC, or its Servicer, an opportunity to act thereon. In no event shall such termination be effective as to entries processed prior to receipt of such notice.

If the payment due date falls on a weekend or holiday, the payment will draft on the succeeding business day.

Account Information

Change to an existing Auto Draft

New Request

Bank Name: _____

Transit Routing #: _____

Account #: _____ Confirm Account #: _____

Bank Account Title: _____

Account Type: Checking Savings

ACH Draft Start Date: _____

Client Email: _____

Client Phone #: _____

Date Form Completed: _____

Signature of Authorizing Party: _____

(Mod) Corporation
123 Main Street
Anyplace, NJ 07000

1234
00000000000

PAY TO THE ORDER OF _____ \$ _____

ANYTOWN BANK
Anytown, MD 20000

For _____

⑆ ⑆ 2 3 4 5 6 7 8 9 ⑆ 0 0 0 ⑆ 2 3 4 5 6 7 8 9 ⑆ ⑆ 2 3 4

Routing Number Account Number

EXHIBIT D
STATE-SPECIFIC PROVISIONS

None.

SCHEDULE 9.03

SUPPLEMENTAL FINANCIAL INFORMATION – CORPORATE

To process your financial reporting requirements, STORE Capital asks you to fill out the following information in connection to **CORPORATE** financial performance. *Please send this page along with the actual financial statements to fincollections@storecapital.com.*

Corporate Financial Reporting

Company Name: _____

For the Qtr or FYE ending _____

of months represented _____

Total Company Net Revenue _____

Total number of revenue generating locations included in Total Company Net Revenue figure above _____

Corporate EBITDAR Calculation:

Total Company Net Income _____

Plus: Interest Expense _____

Plus: Taxes _____

Plus: Depreciation & Amortization _____

Plus: Operating Lease Expense _____

Plus: Any non-recurring expenses (please clarify below) _____

Plus: Any other non-cash expenses (please clarify below) _____

EBITDAR _____

Items required to be broken out of Balance Sheet:

Current Portion of Long-Term Debt _____

Current Portion of any Capital Leases _____

Senior Third-Party Debt Balances _____

Subordinate/Related Party Debt Balances _____

Explanations of non-recurring and non-cash items:

SUPPLEMENTAL FINANCIAL INFORMATION – UNIT

To process your financial reporting requirements, STORE Capital asks you to fill out the following information in connection to **UNIT** financial performance. Note that this template allows you to enter up to 12 unit statements. If you have more than 12 units please use the template provided for the remaining properties. *Please send these along with the actual financial statements to fincollections@storecapital.com.*

STORE Capital Unit-Level Financial Reporting

	UNIT 1	UNIT 2	UNIT 3
Company's Unit Identifier	_____	_____	_____
For the Qtr or FYE ending	_____	_____	_____
# of months represented	_____	_____	_____

**Unit-Level pre-corporate overhead
EBITDAR Calculation:**

Total unit Revenues	_____	_____	_____
Unit-Level Net Income	_____	_____	_____
Plus: Interest Expense	_____	_____	_____
Plus: Taxes	_____	_____	_____
Plus: Depreciation & Amortization	_____	_____	_____
Plus: Property Rent Expense (base rent + any % rent)	_____	_____	_____
Plus: Any corporate overhead allocations to the unit	_____	_____	_____
Plus: Any non-recurring expenses (please clarify below)	_____	_____	_____
Plus: Any other non-cash expenses (please clarify below)	_____	_____	_____
EBITDAR	_____	_____	_____

Items required to be broken out on unit-level profit and loss statement:

Cost Goods Sold	_____	_____	_____
Unit Labor Expenses	_____	_____	_____

Explanations of non-recurring and non-cash items:

SCHEDULE 3.04

LESSEE'S FF&E

<i>TOOLING LIST FROM BUILDING 64 - MACHINE SHOP</i>					
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

<i>TOOLING LIST FROM BUILDING 7 - COMPOSITE SHOP</i>					
ITEM #	DESCRIPTION	MODEL #	SERIAL #	ASSET #	LOCATION
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					
ITEM #	DESCRIPTION	MODEL #	SERIAL #	ASSET #	LOCATION
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

Including all other trade fixtures and equipment of a similar nature added following the Effective Date.