

## NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This NON-DISTURBANCE AND ATTORNMENT AGREEMENT (“AGREEMENT”) dated as of \_\_\_\_\_ is made by and between THE CITY OF HAWTHORNE, a municipal corporation (“MASTER LANDLORD”), and 395 PARK PLACE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (“ASSIGNEE”), who agree as follows:

1. Background.

A. **SUBLEASED PREMISES.** MASTER LANDLORD is the owner of the municipal airport commonly known as the "Hawthorne Municipal Airport- Jack Northrop Field" generally, including the portion commonly referred to as Hangar 15, (the “SUBLEASED PREMISES”), located in the City of Hawthorne, County of Los Angeles, California. The SUBLEASED PREMISES is subject to (1) a certain Ground Lease (hereinafter referred to as the “MGL”) between the MASTER LANDLORD, as landlord, and Hawthorne Airport, LLC, a Delaware limited liability company (the “MASTER TENANT”), as tenant, and (2) a certain Ground Sublease (hereafter referred to as the “SUBLEASE”) between the MASTER TENANT and ERIK LUDWICK (“ASSIGNOR”).

B. **Purchase, Assignment, and Assumption Agreement.** ASSIGNOR and ASSIGNEE are contemporaneously entering into a Purchase, Assignment, and Assumption Agreement (the “ASSIGNMENT”), which incorporates the MGL and the SUBLEASE as part of the transaction.

C. **Purpose.** The MASTER LANDLORD and ASSIGNEE desire to assure ASSIGNEE’S possession of the SUBLEASED PREMISES upon the terms and conditions therein mentioned, irrespective of a termination of the MGL.

2. **Consent.** MASTER LANDLORD consents to the execution and delivery of the ASSIGNMENT in the form attached hereto as Exhibit ”1”.

3. **Continuation of SUBLEASE.**

A. **Continuation.** If the current term of the MGL shall terminate before the expiration of the term of the SUBLEASE, for any reason other than condemnation, fire or other damage to the SUBLEASED PREMISES, then, subject to the conditions set forth in Section 3.B below, the SUBLEASE, if then in existence, shall continue as a lease between MASTER LANDLORD as landlord, and ASSIGNEE, as tenant, with the same force and effect as if MASTER LANDLORD, as landlord, and ASSIGNEE, as tenant, had entered into a lease

as of the date of the termination of the MGL, containing the same terms, covenants and conditions as those contained in the SUBLEASE for a term equal to the unexpired term of the SUBLEASE.

- B. **Conditions.** As provided in Section 16.2.2 of the MGL, the continuation of the SUBLEASE shall occur only if at the time of the termination of the MGL: (i) not more than two months' rent under the SUBLEASE shall have been prepaid and (ii) no default shall exist under the SUBLEASE which at such time would then permit the ASSIGNEE or MASTER LANDLORD under the SUBLEASE to terminate or to terminate any dispossession remedy under the SUBLEASE, the MGL, or the ASSIGNMENT.
  - C. **Rights Limited to ASSIGNEE and ASSIGNEE's Assignee.** The rights under this Section 3 shall inure to the benefit of ASSIGNEE and any assignee of ASSIGNEE who assumes the obligations of ASSIGNEE under the SUBLEASE.
  - D. **Curing MASTER TENANT Default.** Any option which shall be or become vested in ASSIGNEE to cancel the SUBLEASE, because of default of MASTER TENANT, shall be ineffective unless ASSIGNEE shall give MASTER LANDLORD notice of such default, and MASTER LANDLORD shall fail to cure such default within the time and in the manner MASTER TENANT would have been authorized to do had MASTER TENANT simultaneously received such notice. The provisions of this paragraph shall apply to any default occurring before or after the termination of the MGL.
4. **Attornment.** From and after any termination of the MGL:
- A. ASSIGNEE will attorn to MASTER LANDLORD, and MASTER LANDLORD will accept such attornment.
  - B. MASTER LANDLORD will have the same remedies by entry, action or otherwise of the nonperformance of any agreement contained in the SUBLEASE for the recovery of rent, for the commission of any waste or for any cause of forfeiture which MASTER TENANT had or would have had if the MGL had not been terminated.
  - C. From and after the time of such attornment, ASSIGNEE shall have the same remedies against MASTER LANDLORD for the breach of an agreement contained in the SUBLEASE that ASSIGNEE might have had against MASTER TENANT if the MGL had not been terminated, except that MASTER LANDLORD shall not be (i) liable for any act or omission of MASTER TENANT, (ii) subject to any offsets or defenses which ASSIGNEE might have against MASTER TENANT, or (iii) bound by any rent or

additional rent which ASSIGNEE might have paid in advance to MASTER TENANT.

5. **Amendments.** Neither ASSIGNEE nor its successors or assigns shall enter into any agreement with shall modify, surrender, or merge the SUBLEASE without MASTER LANDLORD's consent. Any agreement made in contravention to the provisions of this Section 5 shall be of no force or effect as to MASTER LANDLORD.
6. **Definition of MASTER LANDLORD.** The term "MASTER LANDLORD" as used in this Agreement means only the owner for the time being of the SUBLEASED PREMISES, so that in the event of any sale or other transfer of an interest in the SUBLEASED PREMISES, MASTER LANDLORD shall be and thereby is entirely freed and relieved of all covenants and obligations of the MASTER LANDLORD under this AGREEMENT. The provisions of this AGREEMENT, however, shall bind any subsequent owner of the SUBLEASED PREMISES.
7. **Notices.** Any notices relating to this AGREEMENT shall be given in writing and shall be deemed sufficiently given and served for all purposes when delivered personally by generally recognized overnight courier service by fax (provided that sender retains a printed confirmation of delivery to the fax number provide below), or three days after deposit in the United States mail certified or registered return receipt requested, with postage prepaid addressed as follows:

**MASTER LANDLORD:** The City of Hawthorne  
4455 West 126th Street  
Hawthorne, CA 90250  
Attn: City Manager and City Attorney  
Fax: (310) 970-7058

**ASSIGNEE:** 395 Park Place, LLC  
12101 Crenshaw Blvd., STE 100  
Hawthorne, CA 90250  
Attn: Levi Stockton  
Email: lstockton@flyadvancedair.com

Either party and its respective successors in interest taking the benefit of this Agreement may designate by notice in writing a new or other address to which such notice or demand shall thereafter be so given made or mailed.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed as of the day and year first above written.

**ASSIGNEE:**

395 Park Place, LLC, a California  
limited liability company

DocuSigned by:  
By: Robert Frerichs  
C0524E623D734A3...

Printed Name: Robert Frerichs

Title: Partner

**MASTER LANDLORD**

CITY OF HAWTHORNE, a municipal corporation

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

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

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

**MASTER TENANT CONSENT**

The undersigned hereby consents to the execution and delivery of the foregoing Non-Disturbance and Attornment Agreement and agrees that neither the execution of the same nor anything done pursuant to the provisions thereof shall be deemed or taken to modify the Master Lease referred to therein.

HAWTHORNE AIRPORT, LLC, a Delaware  
limited liability company

Signed by:  
By: Levi Stockton  
8989E49BA4AE479...

Printed Name: Levi Stockton

Title: Partner