

GROUND SUBLEASE (HANGAR 42)

This Ground Sublease (“Sublease”) is entered into this Eleventh day of June, 2025, by and between 395 Park Place, LLC, a California limited liability company (“Sublessor”), and Hawthorne Green LLC, a California limited liability company (“Subtenant”), with regard to the following facts:

RECITALS:

A. Hawthorne Airport, LLC, a Delaware limited liability company (“Master Tenant”) is currently leasing from the City of Hawthorne, a California Municipal Corporation (“Master Landlord”), certain portions of the “Hawthorne Municipal Airport - Jack Northrop Field” (the “Airport”) pursuant to: (i) that certain Ground Lease dated as of January 3, 2005; (ii) that certain First Amendment to Ground Lease dated as of November 22, 2005; (iii) that certain Second Amendment to Ground Lease dated as of June 13, 2006; (iv) that certain Third Amendment to Ground Lease dated as of June 28, 2017; and (v) that certain Fourth Amendment to Ground Lease dated as of January 24, 2024 (collectively the “Master Ground Lease” or “MGL”). A true and correct copy of the Master Ground Lease is attached hereto as Exhibit “A”.

B. Sublessor and Master Tenant are parties to a certain ground sublease for a subset of land (the “Development Premises”) located at the Airport (the “Development Sublease”), under which Master Tenant and Sublessor have agreed for Sublessor to develop improvements upon the Development Premises, and sell those improvements to third parties subject to direct ground subleases for the land on which those improvements are located. A true and correct copy of the Development Sublease is attached hereto as Exhibit “B”. In connection with the execution and delivery of this Sublease, Master Tenant will agree that, to the extent its consent or approval is required under the terms of the Development Sublease, consent by Sublessor shall be deemed to be consent by Master Tenant as well.

C. In connection with that certain Hangar 42 Purchase And Sale Agreement between Sublessor and Subtenant (the “Purchase Agreement”) dated June 3, 2025, pursuant to which Sublessor is to construct an aircraft hangar (“Hangar 42”) and other tenant improvements (“Tenant Improvements”), Subtenant desires to sublease from Sublessor a portion of the Airport, commonly known as the ground under Hangar 42 and the ten (10) parking spaces located at the rear of Hangar 42 as more particularly shown on Exhibit “Y” (hereinafter the “Subleased Premises”), as depicted on Exhibit “C” attached hereto, and Sublessor has agreed to sublease the Subleased Premises to Subtenant upon the terms, covenants and conditions herein set forth.

SUBLEASE:

In consideration of the Recitals set forth above and mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows.

1. Sublease. Sublessor hereby subleases and demises to Subtenant and Subtenant hereby hires and takes from Sublessor the Subleased Premises for the uses and upon the terms and conditions set forth in this Sublease. In addition to the foregoing, Sublessor grants to Subtenant during the term of this Sublease a non-exclusive right to use the Common Areas (as defined in Section 1.1) as reasonably necessary for the continued use and enjoyment of the Subleased Premises as permitted hereunder.

1.1 Use of Common Areas. Appurtenant to the Subleased Premises shall also be a nonexclusive right to use (1) the common areas and (2) all easements, licenses, and other rights of access over, upon and across all common areas of the Airport to which Sublessor and Master Tenant have access pursuant to the Development Sublease and the Master Ground Lease, which includes those rights generally described in the “Assurances – Airport Sponsors” between the FAA and they City of Hawthorne (the “Grant Assurances”) attached hereto as Exhibit “Z”. Subtenant acknowledges that Sublessor is not a party to, or in privity with any party to, the Grant Assurances. As used herein, the term “Common Areas” shall mean all areas and facilities within the Airport which are provided and designated from time to time by the Master Landlord for the general use and convenience of Subtenant and other tenants of the Airport and their respective employees, agents and invitees. Notwithstanding the forgoing, Sublessor shall, to the extent within Sublessor’s control, at all times allow or assist Subtenant in obtaining reasonable ingress and egress to the Subleased Premises across the common areas from a public street adjacent to the Airport and to the Airport runways and taxiways; provided, however, in no event shall the common areas be used for vehicular parking or any other non-aviation related purpose except to the extent designated for such uses. Specifically, Subtenant shall have non-exclusive use of the ramp space immediately adjacent to the Subleased Premises for ingress and egress. Neither Sublessor, nor Master Tenant, nor Advanced Air, LLC (“Advanced Air”), an affiliate of Sublessor, nor any other tenant person shall have any right to impede Subtenant’s access to Hangar 42. Subtenant agrees that no outside ramp or alleyway shall be used for the storage of aircraft parts or service equipment, lumber, metal, machinery, liquids, vehicles, trailers, or other materials unless permitted under the Master Ground Lease.

Subtenant acknowledges that Sublessor does not have authority to issue or grant Subtenant, or any other person, a gate card for access to the Airport; however, Sublessor shall provide such reasonable cooperation as it may be able to furnish to assist and facilitate Subtenant’s access to the Airport and the Subleased Premises, including the provision and securing of gate cards as may otherwise be permitted.

1.2 Sublessor’s Reserved Rights. Sublessor reserves the right to, from time to time, take the following actions, so long as such actions are taken in a manner to minimize any disruptions to the business and activities of Subtenant and Subtenant’s tenants, guests, and invitees and do not materially impair the ability of Subtenant or Subtenant’s tenants, guests, and invitees

to conduct their activities in the normal course of their respective businesses, including, specifically, the ability of Subtenant to hangar, park and move its aircraft in an unimpeded manner: (i) install, use, maintain, repair and replace pipes, ducts, conduits, wires and appurtenant meters and equipment for service to other parts of the Airport leading through the Subleased Premises in locations which will not materially interfere with Subtenant's use thereof, and Sublessor will promptly repair any damage done by such actions, (ii) relocate any pipes, ducts, conduits, wires and appurtenant meters and equipment included in the Subleased Premises which are so located or located elsewhere outside the Subleased Premises, and Sublessor will promptly repair any damage done by such actions, (iii) construct other buildings or improvements on the Airport (other than the Subleased Premises), (iv) build additional stories on any building or buildings on the Airport (other than the Subleased Premises), (v) lease any portion of the Airport (other than the Subleased Premises) for the construction of improvements or buildings, (vi) reconfigure and/or restripe driveways, walkways, and taxiways, and (viii) modify or enlarge the common areas, alter or relocate accesses to the Subleased Premises and the Airport, including both separate and common accesses and provisions of a separate access, or alter or relocate any common facility. Sublessor further reserves to itself the right, from time to time, to grant such non-exclusive easements, rights, and dedications outside the Subleased Premises that Sublessor reasonably deems necessary or desirable, and to cause the recordation of restrictions, so long as such easements, rights, dedications, and restrictions do not materially interfere with the use of the Subleased Premises by Subtenant or by Subtenant's tenants, guests, and invitees. Subtenant shall promptly sign any documents reasonably necessary to effect the aforementioned rights, upon request of Sublessor.

1.3 Tender of Possession. Subject to the terms and provisions of the Purchase Agreement and the terms and provisions of this Sublease, possession of the Subleased Premises pursuant to this Sublease shall be tendered and delivered by Sublessor, and accepted by Subtenant, in its "As-Is Where-Is" condition.

2. Term. The "Term" of this Sublease shall commence on the date of the issuance of the Certificate of Occupancy for the Subleased Premises, including the Hangar and the Tenant Improvements (the "Sublease Effective Date") and shall end, unless sooner terminated, at 11:59 PM on December 31, 2055 ("Expiration Date"), unless extended or renewed as hereinafter provided.

3. Rent.

3.1 Intentionally Deleted.

3.1.1. Initial Sublease Rent Payments. Subtenant and Sublessor hereby agree that the initial monthly installment of "Sublease Rent" shall be \$7,590.00 per month, payable on the first day of each month.

3.1.2. Annual Increases in Sublease Rent. Commencing on the first anniversary ("Base Date") of the first actual payment by Subtenant of Sublease Rent and each anniversary thereafter, Subtenant's Sublease Rent shall increase by the applicable rise, if any, in the Index (as that term is defined in the Master Ground Lease and interpreted in a manner consistent therewith), or 5%, whichever is lower. Such increase shall be determined in the manner described in Paragraph 3.4.2 of the Master Ground Lease with regard to "Base Rent", but the minimum adjustment described

in that section shall not be applicable. The Sublease Rent shall not decrease in the event the CPI figures reverse or are negative unless this Sublease is so amended in writing and such an amendment is approved by both the Master Tenant and Master Landlord, but any future increases shall take into account such reduction. Notwithstanding the foregoing, Subtenant shall not be responsible for any other increases in Base Rent or Operating Expenses under the Master Ground Lease (if any).

3.2 Late Charges; Interest on Past Due Obligations. If Subtenant fails to make any payment of Sublease Rent or other sum which, from time to time, becomes due and payable by Subtenant to Sublessor hereunder, within five (5) business days after the date on which such payment is due, Subtenant shall be required to pay Sublessor a late charge equal to three percent (3%) of the delinquent payment. Further, except as expressly herein provided, any amount which is payable by Subtenant to Sublessor which is not paid when due shall bear interest from the date due at a rate equal to ten percent (10%) per annum. Payment of such interest shall not excuse or cure any default by Subtenant under this Sublease.

3.3 Taxes. Sublessor shall be responsible for all taxes and assessments levied against the land constituting the Subleased Premises. Subtenant shall be responsible for and shall pay prior to delinquency all taxes and assessments, if any, levied against or by reason of all alterations and additions and all other items installed or paid for by Subtenant under this Sublease (including the construction of Hangar 42), and the personal property, trade fixtures and all of the property placed by Subtenant (or its tenants) in or about the Subleased Premises (collectively, the "Subtenant Installed Property"). Upon demand by Sublessor, Subtenant shall furnish Sublessor with satisfactory evidence of payment thereof. If at any time during the Term any of the Subtenant Installed Property shall be taxed or assessed as part of the Subleased Premises, then such tax or assessment shall be paid by Subtenant to Sublessor within thirty (30) days following presentation by Sublessor of copies of the tax bills in which such taxes and assessments are included and shall for the purposes of this Sublease be deemed to be personal property taxes or assessments under this Section 3.3.

3.4 Operating Expenses. Sublease Rent shall include Subtenant's Share of Operating Expenses. Subtenant shall not be required to pay any additional amounts on account of Operating Expenses.

3.4.1. As used in this Sublease, "Operating Expenses" shall refer to the Subtenant's share of all (i) all costs identified as "Operating Expenses" in Paragraph 3.2.1(b) of the Master Ground Lease, and (ii) Real Property Taxes (defined below).

3.4.2. Real Property Taxes. As used herein, the term "Real Property Taxes" shall include any form of real estate or possessory interest tax or assessment, general, special, ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, income or estate taxes) imposed on the Airport and/or the Subleased Premises by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire,

street, drainage, or other improvement district thereof, as against any legal or equitable interest of Sublessor in the Subleased Premises and/or the Airport. The term “Real Property Taxes” shall also include any tax, fee, levy, assessment, or charge in substitution of, partially or totally, any tax, fee, levy, assessment, or charge hereinabove included within the definition of “Real Property Tax”. Notwithstanding the foregoing to the contrary, Real Property Taxes shall not include (a) any tax, fee or assessment which is based upon any commercial enterprise operated by Sublessor or any third-party tenant or licensee at the Property, (b) penalties or interest incurred as a result of the failure by Sublessor or Landlord to pay any tax, fee or assessment when due, or (c) increases in Real Property Taxes resulting from any reassessment arising from any transfer of ownership of all or any part of the Property other than the Subleased Premises and/or the common areas.

3.5 Storage of Subtenant’s Aircraft Prior to the Sublease Effective Date. Sublandlord shall ensure that Subtenant is entitled (but not obligated) to store, use and operate its Bombardier Aviation Challenger 350 aircraft out of either Hangar 16 or Hangar 17 of the Airport at a discounted rate of \$5,951.00 per month prior to the Sublease Effective Date. If hangar space is requested by Subtenant for its new Bombardier Aviation Global 6500 aircraft, then Sublandlord shall ensure that an appropriately-sized hangar space out of the Airport is rented to Subtenant for that new aircraft at a discounted rate of \$15,000.00 per month prior to the Sublease Effective Date. The Parties further agree that if Hangar 42 has not been substantially completed and the Certificate of Occupancy for Hangar 42 is not issued by May 1, 2026, Sublandlord shall allow for the storage of Subtenant’s two aircraft in those locations free of charge following May 1, 2026 until the issuance of such Certificate of Occupancy.

4. Use of the Subleased Premises. Subtenant shall use the Subleased Premises as an aircraft hangar for the purpose of storing and maintaining multiple aircraft utilizing the Airport, and conducting other aircraft or aviation related activities permitted by the Master Ground Lease, subject, however, to Master Landlord’s prior written consent if required under the Master Ground Lease (collectively, the “Permitted Use”). Subtenant acknowledges that Master Landlord’s express written consent is required for any use of the Subleased Premises as (A) a fixed base operation, or (B) a fuel distribution facility or (C) a flight school. Subtenant acknowledges that, as a condition to providing consent to use of the Subleased Premises for purposes other than the Permitted Use, Master Landlord may impose various fees and charges, all of which shall be timely and fully paid by Subtenant. Sublessor will reasonably cooperate, at no cost or expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Master Landlord required hereunder or under the Master Ground Lease.

4.1 Standard of Conduct; Rules and Regulations. Subtenant’s (and its tenants’) activities at the Subleased Premises shall be established and conducted throughout the term hereof in a first-class manner. Subtenant shall not use the Subleased Premises for or carry on or permit upon the Subleased Premises or the Property or any part thereof any offensive, noisy, or dangerous activity prohibited under the Master Ground Lease. Subtenant shall not do or permit anything to be done in or about the Subleased Premises or the Airport, nor bring nor keep anything therein which will in any way cause the Subleased Premises or the Airport to be uninsurable with respect to the insurance required by this Sublease or with respect to standard fire and extended coverage

insurance with vandalism, malicious mischief and riot endorsements. Subtenant (and its tenants) shall comply with rules and regulations (together with any authorized amendment or supplement thereto) as shall be adopted by Master Landlord and/or Sublessor in their reasonable discretion from time to time for the convenient, safe, and efficient operation of the Airport, including, without limitation, the rules attached hereto as Exhibit "D". Sublessor agrees to enforce all rules and regulations on a uniform, non-discriminatory basis. If Subtenant habitually fails to abide by the rules attached to Exhibit "D", Subtenant shall be deemed materially in violation of the Sublease.

4.2 Subtenant's Compliance with Laws. Subtenant shall not use the Subleased Premises or permit the Subleased Premises to be used in whole or in part for any purpose or use that is in violation of any of the laws, ordinances, regulations or rules of any governmental agency or public authority. Subtenant shall keep the Subleased Premises equipped with all safety appliances required by law, ordinance or insurance on the Subleased Premises, or any order or regulation of any public authority because of Subtenant's use of the Subleased Premises (including, without limitation, the Federal Occupational Health and Safety Act of 1970, and the California Occupational Health and Safety Act of 1973). Subtenant (and its tenants) shall (i) use the Subleased Premises in strict accordance with all applicable ordinances, rules, laws and regulations and shall comply with all requirements of all governmental authorities now in force and which may hereafter be in force pertaining to the use of the Subleased Premises by Subtenant, including, without limitation, California Hazardous Waste Control Act (Health & Safety Code Section 25100, et seq.), California Underground Storage of Hazardous Substances Act (Health & Safety Code Section 25280, et seq.), California Hazardous Substances Account Act (Health & Safety Code Section 25300, et seq.), California Porter-Cologne Water Quality Control Act (Water Code Section 13000, et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601, et seq.) and Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq. and all Environmental Statutes (as defined in the Master Ground Lease) and statutes and regulations applicable to noise, and air pollution, and (ii) make such alterations and additions thereto as may be required from time to time by such laws' ordinances, rules, regulations and requirements of governmental authorities, or insurance on the Subleased Premises because of Subtenant's use of the Subleased Premises.

4.3 Sublessor's Compliance with Laws. Sublessor shall not take, or fail to take, any actions that would cause Sublessor to violate any federal, state or municipal laws, regulations, ordinances, or policies, including without limitation, those regulations governing airports set forth in Parts 13 and 16 of the Federal Aviation Regulations ("FARs"), Title 14 Code of Federal Regulations ("CFR"), Parts 13, 16, as adopted by the Federal Aviation Administration ("FAA") and the United States laws by which such regulations have been adopted.

4.4 Protective Covenants. Subtenant will (i) comply in all material respects with any covenants, conditions, restrictions and regulations affecting the Airport (including regulations of the FAA and Department of Transportation), (ii) promptly give Sublessor written notice of receipt by Subtenant of any notice of violation under any such covenants, conditions, restrictions and regulations and (iii) indemnify and hold Sublessor harmless from any liability or costs (including reasonable attorneys' fees) to the extent arising out of Subtenant's violation of any such covenants,

conditions, restrictions and regulations. Sublessor shall indemnify and hold Subtenant harmless from any liability or costs (including reasonable attorneys' fees) to the extent arising out of any violation of any such covenants, conditions, restrictions and regulations which have occurred prior to the Sublease Effective Date or to the extent arising out of Sublandlord's (or any of its affiliates, including Master Tenant and Advanced Air) violation of any such covenants, conditions, restrictions and regulations.

4.5 Ownership of Hangar 42. Subtenant and Sublessor each acknowledge that ownership of Hangar 42 shall remain with Subtenant during the term of this Sublease and revert to Sublessor and become the sole property of Sublessor as of the Expiration Date, unless the term of this Sublease is extended. This reversion shall be self-executing and Sublessor shall not be required to give to Subtenant any notice or execute any further documents. At 11:59 p.m. on the Expiration Date (unless the term of this Sublease), any permanent modification made to Hangar 42 shall immediately become property of the Sublessor, without compensation to the Subtenant, but Subtenant shall have the right to remove any personal property and any other tenant improvements that can be removed without damage to Hangar 42. Subtenant expressly, knowingly and intentionally waives and relinquishes any and all rights Subtenant has under Sections 1993 through 1993.09 of the California Civil Code, and all other similar provisions of the law, now or hereafter in effect, which establish procedures commercial real property landlords must follow to dispose of property that remains in Hangar 42 after a tenancy has terminated (collectively "'Property Disposition Laws'") and further knowingly and intentionally releases Sublessor from any duties and obligations Sublessor may have under said Property Disposition Laws.

5. Utilities.

5.1 Payment. Beginning on the Sublease Effective Date and continuing throughout the Term, Subtenant shall pay before delinquency all separately metered charges, if any, for water, electricity, sewer, telephone, janitorial or other services or utilities supplied to or consumed in or upon the Subleased Premises. If any of the utility services supplied to the Subleased Premises are not separately metered, then the amount thereof shall be an item of Operating Expenses. All utilities furnished to the common areas shall be included in Operating Expenses.

5.2 Interruption. There shall be no abatement of Sublease Rent or other charges required to be paid hereunder and Sublessor shall not be liable in damages or otherwise for interruption or failure of any service or utility furnished to or used in the Subleased Premises because of accident, making of repairs, alterations or improvement, severe weather, difficulty or inability in obtaining services or supplies, labor difficulties or any other cause, except to the extent (a) provided in the Master Ground Lease, or (b) caused by the gross negligence or willful misconduct of Sublessor or any of its affiliates, or a breach of any of Sublessor's duties or obligations under this Sublease.

6. Aircraft Fueling and Line Service. Subtenant has entered into this Sublease in strict reliance upon the fact that Sublessor and/or Sublessor's affiliate, Advanced Air, LLC, is able to provide all services relevant to a fixed base operation, including without limitation, jet fuel storage, dispensing and sales, line service, and staff support for aircraft towing, movement and guidance. If, at any time during the Term,

Sublessor or Advanced Air, LLC are unable to provide Subtenant with the services referred to above, Sublessor shall use reasonable and commercially reasonable efforts to replace Advanced Air, LLC with a new provider of those services.

7. Maintenance and Repairs; Alterations.

7.1. Maintenance and Repairs. The parties hereto acknowledge that insurance and maintenance costs in connection with Hangar 42, are entirely Subtenant's obligation. Subject to fulfillment of Sublessor's obligations under the Purchase Agreement, Sublessor shall not be required to furnish any services or facilities or to make any repairs or alterations to Hangar 42 and Subtenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of Hangar 42 and any personal property located thereon. However, Subtenant is entitled to the benefits of the services to be provided by Master Tenant pursuant to Paragraph 10.2 of the Master Ground Lease.

7.2 Alterations. Notwithstanding anything to the contrary contained in the Master Ground Lease or the Development Sublease, Subtenant shall have the right, before or after any damage to or destruction of Hangar 42, at any time and from time to time during the Term of this Sublease, to make such changes and alterations, structural or otherwise, to Hangar 42 as Subtenant shall deem necessary or desirable ("Alteration(s)"). Any such Alteration(s) shall be subject to the terms and conditions as set forth in Paragraph 6.1 of the Master Ground Lease, in addition to the terms and conditions of this Section 7.2. Notwithstanding that Sublessor holds a reversionary interest in Hangar 42, all salvage in the event of any such demolition, removal or relocation shall belong to Subtenant. Notwithstanding anything contained in this Sublease to the contrary, Sublessor acknowledges that Subtenant shall have the right, at any time, to construct, demolish, alter or reconstruct tenant improvements in the interior of Hangar without regard to Paragraph 6.1 of the Master Ground Lease, solely as permitted under the Master Ground Lease.

8. Insurance.

8.1 Subtenant's Insurance. Subtenant shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease.

8.2 Sublessor's Insurance. Subtenant shall procure and maintain in full force and effect during the term of this Sublease and for such other period as may be required herein, insurance in the amounts and form specified in this Article 8 and in Exhibit "E" attached hereto and incorporated herein by reference, as well as all insurance required to be maintained by Sublessor pursuant to the Master Ground Lease and the Development Sublease. Failure to procure and maintain such insurance shall be deemed a material breach of the Sublease. Sublessor will provide Subtenant with a current certificate of insurance evidencing such coverages upon request.

8.3 Waiver of Subrogation. Sublessor and Subtenant agree to have their respective insurance companies issuing property damage, worker's compensation insurance and loss of

income and extra expense insurance waive any rights of subrogation that such companies may have against Sublessor or Subtenant, as the case may be. Notwithstanding anything in this Sublease to the contrary, Sublessor and Subtenant hereby waive any right that either may have against the other on account of any loss or damage if such loss or damage is insurable under the property damage or loss of income and extra expense insurance required to be maintained hereunder (this waiver extends to deductibles under such insurance).

8.4 Increase in Premiums. Subtenant shall do all acts and pay all expenses necessary to insure that the Subleased Premises are not used for purposes prohibited by any applicable insurance, and that Subtenant's use of the Subleased Premises complies with all requirements necessary to obtain any such insurance. Sublessor represents and warrants that the intended use of the Subleased Premises is not prohibited and complies with such requirements. In the event Subtenant uses or permits the Subleased Premises to be used in some other manner which increases the existing rate of any insurance carried by Sublessor, Subtenant shall pay the amount of the increase in premium caused thereby, and Sublessor's costs of obtaining other replacement insurance policies, including any increase in premium, within ten (10) days after demand therefor by Sublessor.

9. Right of Entry. Sublessor and its authorized representatives may enter the Subleased Premises at any time(s) during the term of this Sublease during normal business hours and upon not less than five (5) business days prior notice, except in the case of an emergency, for the purpose of inspecting and determining the condition of the Subleased Premises or for any other proper purpose including, without limitation, to make repairs, replacements or improvements to the extent required pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport, post notices of non-responsibility and any other purpose permitted by law. Sublessor shall not be liable for inconvenience, annoyance, disturbance, loss of business, quiet enjoyment or other damage or loss to Subtenant by reason of making any repairs or performing any work upon the Subleased Premises to the extent that such work is required to be performed pursuant to this Sublease, the Master Ground Lease, or any other agreement which is binding upon Sublessor relating to the Airport; provided, however, Sublessor shall use commercially reasonable efforts to minimize any inconveniences to Subtenant's normal operations caused thereby and further provided that, to the extent that Subtenant's aircraft may be in Hangar 42 at the time of such emergency entrance, Sublessor covenants that it shall take all necessary steps to avoid or minimize any damage to said aircraft.

10. Quiet Enjoyment. Sublessor covenants that Subtenant, upon paying the rent and other amounts required to be paid hereunder and performing its obligations hereunder and subject to all the terms and conditions of this Sublease, shall peacefully and quietly have, hold and enjoy the Subleased Premises, as against all persons claiming by, through or under Sublessor or Master Tenant, throughout the term of this Sublease, or until this Sublease is earlier terminated as provided by this Sublease and/or the Master Ground Lease.

11. Casualty and Taking by Eminent Domain. If during the term of this Sublease, the Subleased Premises or any portion thereof is taken by eminent domain or by action in lieu thereof, Subtenant's rights and obligations with respect to repair, reconstruction, termination, abatement and use of insurance proceeds shall be subject to the rights and obligations of Master Tenant under the Master

Ground Lease. To the extent the provisions of the Master Ground Lease pertaining to casualty or eminent domain do not conflict with the provisions below, then the following provisions shall, as between Sublessor and Subtenant, apply:

11.1 Casualty; Repair of Damage by Sublessor. Subtenant shall promptly notify Sublessor of any damage to the Subleased Premises resulting from fire or any other casualty. If the Subleased Premises shall be damaged by fire or other casualty, Subtenant shall have the right to elect (i) to promptly and diligently restore all leasehold improvements in the Subleased Premises substantially to their condition prior to such fire or other casualty, or (ii) to terminate this Sublease. Subtenant shall have no more than five (5) years to restore and rebuild the Subleased Premises. If Subtenant elects to terminate, then Subtenant shall raze any remaining portions of Hangar 42. Notwithstanding anything contained in this Sublease to the contrary, Sublessor shall not be liable for any inconvenience or annoyance to Subtenant, or injury to Subtenant's business resulting in any way from such damage or the repair thereof; provided however, that if such fire or other casualty shall have damaged the Subleased Premises or common areas necessary to Subtenant's occupancy, and if such damage is not the result of the gross negligence or willful misconduct of Subtenant or Subtenant's agents, employees, contractors, licensees or invitees, Sublessor shall allow Subtenant a proportionate abatement of Sublease Rent during the time and to the extent the Subleased Premises are unfit for occupancy for the purposes permitted under this Sublease, and not occupied by Subtenant as a result thereof. The provisions of this Section 11.1 constitute an express agreement between Sublessor and Subtenant with respect to any and all damage to, or destruction of, all or any part of the Subleased Premises or the Property, and any statute, regulation or case law of the State of California, including without limitation, Sections 1932(2) and 1933(4) of the California Civil Code, with respect to termination rights arising from damage or destruction shall have no application to this Sublease or any damage or destruction to all or any part of the Subleased Premises or Airport.

11.2 Subtenant's and Sublessor's Rights Upon Condemnation. If, during the term of this Sublease, the Subleased Premises and/or the Airport, or any substantial part thereof, are taken by eminent domain or by reason of any public improvement or condemnation proceeding, or in any manner by exercise of the right of eminent domain including any transfer in avoidance of an exercise of the power of eminent domain, this Sublease shall terminate as to the entire Subleased Premises at Subtenant's sole election by written notice given within sixty (60) days after notice of the taking, effective as of the date such taking has occurred. If Subtenant does not elect to terminate this Sublease as hereinabove provided, Subtenant shall repair and restore the Subleased Premises as nearly as reasonably possible to the condition existing before the taking to the extent of condemnation proceeds received by Subtenant. If Subtenant does not elect to terminate this Sublease as hereinabove provided, this Sublease shall continue in full force and effect, except that Subtenant's Share of Base Rent and Operating Expenses shall be apportioned according to the ratio that the square footage of the Subleased Premises remaining following such taking bears to the square footage of the Subleased Premises prior to the taking. If Subtenant does not elect to terminate this Sublease as herein provided, Subtenant shall have, proportionate to its subleasehold interest in the subject premises, the same rights as Master Tenant as provided in Paragraph 14 of the Master Ground Lease. Each party waives the provisions of Code of Civil Procedure Section

1265.130 allowing either part to petition the Superior Court to terminate this Sublease in the event of a partial condemnation of the Subleased Premises.

11.3 Reservation of Compensation. Subtenant reserves, and Master Tenant and Sublessor each waives and assigns to Subtenant, all rights to any award or compensation for damage to the Subleased Premises, and the leasehold estate created hereby, occurring by reason of any taking in any condemnation or eminent domain proceeding or anything lawfully done by public authority; however, Sublessor shall be entitled to any compensation or damages paid for any residual value with respect to Sublessor's interest in the Subleased Premises after expiration of the Term (if any). Sublessor will deliver such further assignments of the foregoing as Subtenant may from time to time request.

11.4 Reservation of Rights. For avoidance of doubt, and notwithstanding anything to the contrary contained in this Section 11, it is the intention of the parties, including Master Tenant and Sublessor, that in the event of a taking by eminent domain or by action in lieu thereof, Subtenant shall be entitled to any and all benefits granted to Master Tenant and Sublessor under the Master Ground Lease, to full extent attributable to the Subleased Premises and Hangar 42.

12. Default; Remedies.

12.1 Events of Default. The occurrence of any of the following shall constitute an event of default on the part of Subtenant:

(i) Nonpayment. Failure to pay any amount payable to Sublessor hereunder when due and such failure continues for five (5) business days after receipt of written notice of such failure from Sublessor; provided, however, that if Sublessor has given Subtenant two (2) such delinquency notices in the preceding twelve (12) month period, then Subtenant's subsequent failure to pay any Base Rent or other charge when due shall constitute a default under this Sublease without requirement of any notice or cure period; provided further, that any such notice given pursuant to this Section 12.1(i) shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 or any similar or successor law.

(ii) Other Obligations. Failure to perform any other obligation, agreement, or covenant of Subtenant under this Sublease, and such failure continues for thirty (30) days after written notice of such failure, provided if it is not reasonably possible to cure such default within thirty (30) days, no event of default shall be deemed to occur if Subtenant shall commence cure within said thirty (30) day period and shall proceed diligently to complete cure. The thirty (30) day written notice described above shall be served in accordance with California Code of Civil Procedure Section 1162 and shall be the same notice and in lieu of any other required by California Code of Civil Procedure Section 1161;

(iii) General Assignment. A general assignment by Subtenant for the benefit of creditors;

(iv) Bankruptcy. The filing of any voluntary petition in bankruptcy by Subtenant, or the filing of an involuntary petition by Subtenant's creditors, which involuntary petition remains undischarged for a period of ninety (90) days. If under applicable law the trustee in bankruptcy or Subtenant has the right and elects to affirm this Sublease and continue to perform the obligations of Subtenant hereunder, such trustee or Subtenant shall, as and to the extent required under applicable bankruptcy law, cure all defaults of Subtenant hereunder outstanding as of the date of the affirmance of this Sublease and provide to Sublessor such adequate assurances as may be necessary to ensure Sublessor of the continued performance of Subtenant's obligations under this Sublease;

(v) Receivership. The employment of a receiver appointed by court order to take possession of substantially all of Subtenant's assets or the Subleased Premises, if such receivership remains undissolved for a period of ninety (90) days;

(vi) Attachment. The attachment, execution, or other judicial seizure of all or substantially all of Subtenant's assets at the Subleased Premises, if such attachment or other seizure remains undismissed or undischarged for a period of ninety (90) days after the levy thereof; and

(vii) Insolvency. The admission by Subtenant in writing of its inability to pay its debts as they become due, the filing by Subtenant of a petition seeking any reorganization arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, the filing by Subtenant or an answer admitting or failing timely to contest a material allegation of a petition filed against Subtenant in any such proceeding or, if within ninety (90) days after the commencement of any proceeding against Subtenant seeking any reorganization or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed and

12.2 Remedies. In the event of any such event of default by Subtenant, Sublessor may at any time thereafter, with or without notice of demand and without limiting Sublessor in the exercise of any right or remedy which Sublessor may have by reason of such event of default, exercise any of the following remedies:

(i) Termination: Damages. Sublessor may terminate Subtenant's right to possession of the Subleased Premises by any lawful means, in which case this Sublease shall terminate and Subtenant shall immediately surrender possession of the Subleased Premises to Sublessor. In such event, Sublessor shall be entitled to recover from Subtenant all damages incurred by Sublessor by reason of Subtenant's default, including, but not limited to: (i) the cost of recovering possession of the Subleased Premises; (ii) expenses of reletting, including necessary renovation and alteration of the Subleased Premises, reasonable attorneys' fees, and any real estate commission actually paid; (iii) the worth at the time of award by the court of the unpaid rent which has been earned at the time of termination; (iv) the worth at the time of award (by the court) of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds

the amount of such rental loss that Subtenant proves could have been reasonably avoided; (v) the worth at the time of award of the amount by which the unpaid rent for the balance of the term of this Sublease after the time of awards exceeds the amount of such rental loss that Subtenant proves could be reasonably avoided; and (vi) any other amount necessary to compensate Sublessor for all detriment proximately caused by Subtenant's failure to perform its obligations under this Sublease or which in the ordinary course of things would be likely to result therefrom. The "worth at the time of award" of the amounts referred to in clauses (iii) and (iv) will be computed by allowing interest at the Interest Rate commencing on the first day a breach occurs. The "worth" at the time of award" of the amount referred to in clause (v) is computed by multiplying such amount by the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus 1%.

(ii) Continuation of Sublease. Sublessor may maintain Subtenant's right to possession of the Subleased Premises, in which case this Sublease shall continue in effect whether or not Subtenant shall have abandoned the Subleased Premises. In such event, Sublessor shall be entitled to enforce all of Sublessor's rights and remedies under this Sublease, including the right to recover the Sublease Rent as it becomes due hereunder. Sublessor has the remedy described in California Civil Code Section 1951.4 (Sublessor may continue the Sublease in effect after Subtenant's breach and abandonment and recover rent as it becomes due, if Subtenant has the right to sublet or assign, subject only to reasonable limitations).

(iii) Sublessor's Right to Perform. Except as specifically provided otherwise in this Sublease, all covenants and agreements by Subtenant under this Sublease shall be performed by Subtenant at Subtenant's sole cost and expense and without any abatement or offset of rent. If Subtenant shall fail to pay any sum of money (other than Sublease Rent) or perform any other act on its part to be paid or performed hereunder and such failure shall continue for five (5) business days with respect to monetary obligations (or thirty (30) days with respect to non-monetary obligations) after Subtenant's receipt of written notice thereof from Sublessor, Sublessor may, without waiving or releasing Subtenant from any of Subtenant's obligations, make such payment or perform such other act on behalf of Subtenant. All sums so paid by Sublessor and all necessary incidental costs incurred by Sublessor in performing such other acts shall be payable by Subtenant to Sublessor within five (5) business days after demand therefor as additional rental.

(iv) Other Remedies. Pursue any other legal or equitable rights or remedies Sublessor may have for Subtenant's breach of this Sublease; the remedies provided in this Section are not exclusive but supplemental to any such other legal or equitable rights and remedies.

12.3 Limitation of Subtenant's Liability.

12.3.1 Non-Recourse Ground Lease. Notwithstanding anything to the contrary contained in this Sublease, including without limitation the remedies of Sublessor contained in this Section 12, if at any time Subtenant shall fail to perform or pay any

covenant or obligation on its part to be performed or paid hereunder, and as a consequence thereof, Sublessor or its successors and assigns shall obtain a money judgment against Subtenant, Sublessor agrees to look solely to the interest of Subtenant in the Subleased Premises for the satisfaction of such judgment, and if such interest is insufficient to satisfy the judgment amount, Landlord shall have no right of action nor shall Subtenant be liable for any such insufficiency.

12.3.2 In the event of any action or other dispute arising in connection with this Sublease, Sublessor hereby agrees that no action shall be taken against any individual director, officer, employee, member, shareholder, or partner of Subtenant or any affiliate of Subtenant, Sublessor hereby expressly covenanting and agreeing that no such person shall have any personal liability under or in connection with this sublease or any matter connected therewith, and each party hereto hereby forever waives any right to bring any action against any such person.

12.4 Sublessor Default. Sublessor shall not be deemed in default in the performance of any obligation required to be performed by Sublessor under this Sublease unless Sublessor has failed to perform such obligation within twenty (20) days after the written notice from Subtenant specifying in reasonable detail Sublessor's failure to perform; provided however, that if the nature of Sublessor's obligation is such that more than twenty (20) days are required for its performance, then Sublessor shall not be deemed in default if it commences such performance within such twenty (20) day period and thereafter diligently pursues the same to completion; and provided, further, such notice period may be less than twenty (20) days in the event of an emergency or in the event such delay could have a material, adverse impact on Subtenant's use and enjoyment of the Subleased Premises. Upon any such uncured default by Sublessor, Subtenant may exercise any of its rights provided in law or at equity, which shall include the right to demand prompt reimbursement by Sublessor of Subtenant's reasonable costs and expenses in taking such action plus interest thereon at an annual rate of ten percent (10%) compounded monthly; provided, however, Subtenant shall be entitled to deduct from rent payable by Subtenant to Sublessor under this Sublease, the amount described above to the extent Subtenant has not received such reimbursement from Sublessor.

Notwithstanding anything to the contrary contained in this Sublease, the Development Sublease or the Master Ground Lease, in the event this Sublease is terminated (a) as the result of a termination by Master Landlord in accordance with Paragraph 1.5 of the Master Ground Lease, or (b) as a result of the termination of this Sublease as a result of a termination of the Master Ground Lease or the Development Sublease other than as a result of a default by Subtenant hereunder, or (c) Sublessor elects to terminate this Sublease as a result of a material default by Sublessor hereunder, Sublessor shall pay Subtenant a termination fee calculated in the manner described in Paragraph 1.5.2 of the Master Ground Lease as applied to the Subleased Premises and Hangar 42, as well as all out-of-pocket costs paid or incurred by Subtenant, as described in Paragraph 1.5.3 of the Master Ground Lease.

13. Hazardous Materials. The definition of Hazardous Materials shall be as set forth in Paragraph 25.1 of the Master Ground Lease. Subtenant shall not cause or allow any of its tenants, guests,

or invitees to release onto the Subleased Premises any Hazardous Materials, except that Subtenant and its tenants, guests, and invitees may bring onto the Subleased Premises any Hazardous Materials in compliance with Environmental Statutes and as otherwise expressly permitted to be brought onto the Airport under the Master Ground Lease. Furthermore, Subtenant shall abide by all of the obligations of Sublessor, as tenant under the Master Ground Lease, as set forth in Paragraph 25 of the Master Ground Lease, with respect to Hazardous Materials, and Sublessor shall abide by all the obligations of Master Landlord, as landlord as set forth in Paragraph 25 of the Master Ground Lease, including without limitation, the indemnity, defense and hold harmless obligations under Paragraph 25.3.3 of the Master Ground Lease as if Sublessor was the Master Landlord and Subtenant was the Tenant. Sublessor and Master Landlord have made no representation as to the presence or absence of Hazardous Materials in or upon the Subleased Premises or the Airport, except as expressly set forth in the Master Ground Lease and the Purchase Agreement.

Sublessor and Subtenant have been notified of the existence of Hazardous Materials in and under neighboring property previously utilized by Northrup Grumman, which may have spread to the ground water under the Subleased Premises. Sublessor and Subtenant also acknowledge the existence of two ground water extraction wells located within the boundaries of the Subleased Premises which are being used as part of the remediation process. These two wells will continue to be used during the process of construction and may be converted to monitoring wells or closed completely as the construction processes approaches completion. The decision to make these wells monitoring wells or remove them is up to the Department of Toxic Substance Controls. If the Department of Toxic Substance Controls determines that these wells need to remain after the Sublease Commencement Date, Sublessor will install, at no cost to Subtenant, 8–12-inch lids over these wells or whatever sound engineering principles require, that will be structurally sound for aircraft weight in the floor of Hangar 42 and will also ensure that that any pipelines connected to the wells are similarly protected in a structurally sound manner or removed before the Sublease Commencement Date. Sublessor is responsible for any failure to adequately protect any remaining wells and related equipment and will defend and indemnify Subtenant against any claims arising from such a failure. These wells will be administered, operated and maintained in a manner which does not unreasonably interfere with Subtenant’s use and enjoyment of the Subleased Premises. Subtenant acknowledges that while active as wells, access to these wells will be required for around 30 minutes once or twice per year, which may need to be accessed by appropriate personnel. Subtenant shall provide reasonable access to these wells upon ten (10) days prior written notice to Subtenant. Sublessor will provide escorts for the personnel to access these wells or Subtenant will be afforded the reasonable opportunity to do so, at Subtenant’s election, and such personnel will have top security clearances. Once the wells are no longer needed, they will be closed out and sealed appropriately by Northrup Grumman Systems Corp. (“NGSC”) or if NGSC refuses or fails to do so in a timely manner, then by Sublessor, in either case at no cost to Subtenant. Sublessor will negotiate and execute an appropriate access agreement covering the wells and appurtenant equipment with NGSC, to be pre-approved by Subtenant in writing, which approval shall not be unreasonably withheld, before the Sublease Commencement Date.

14. Master Ground Lease. Except as otherwise expressly provided herein, Subtenant and this Sublease shall be subject in all respects to the terms of, and the rights of the Master Landlord under the Master Ground Lease and to the lien of any mortgages or trust deeds, now or hereafter in force against the Airport, if any, and to all renewals, extensions, modifications, consolidations and replacements thereof, and to all advances made or hereafter to be made upon the security of such mortgages or trust deeds, unless the holders of such mortgages or trust deeds, or the lessors under such ground lease or underlying leases, require in writing that this Sublease be superior thereto. Except as otherwise expressly provided below, the covenants, agreements, terms, provisions and conditions of the Master Ground Lease insofar as they relate to the Subleased Premises and insofar as they are not inconsistent with the terms of this Sublease are made a part of and incorporated into this Sublease as if recited herein in full; provided, however, that in no event shall Subtenant be bound by or deemed to have any obligations with respect to the following provisions of the Master Ground Lease: 1 (with the exception of Paragraph 1.5), 3, 4, 9, 10.3, 12.4, 13, 14, 18, 19, 20, 21.2, 26, 27, 29 and 30. In the event of a conflict between the terms of the Master Ground Lease and the terms of this Sublease (other than terms respecting the term, payment of rent or Sublessor's obligations to Subtenant), the terms of the Master Ground Lease shall control. Subtenant shall, within five (5) business days of request by Sublessor, execute such further instruments or assurances as Sublessor may reasonably deem necessary to evidence or confirm the subordination or superiority of this Sublease to any such mortgages, trust deeds, ground leases or underlying leases. Subtenant waives the provisions of any current or future statute, rule or law which may give or purport to give Subtenant any right or election to terminate or otherwise adversely affect this Sublease and the obligations of the Subtenant hereunder in the event of any foreclosure proceeding or sale.

14.1 Sublessor and Master Tenant agree that Subtenant shall have the right to finance Hangar 42 and its interest in the Subleased Premises in the manner described in Paragraph 15 of the Master Lease applicable to Master Tenant.

14.2 Master Tenant agrees to provide to Subtenant and its lender, if any, a Non-Disturbance Agreement ("NDA") as described in Paragraph 16.2.2 of the Master Lease for the benefit of Subtenant as to the termination of the Development Sublease for any reason, and to secure such an agreement from Master Landlord for the benefit of Subtenant and its lender as to the termination of the Master Lease as well, as soon as practicable following execution and delivery of this Sublease. Failure to do so within sixty (60) days following written request shall constitute a material default under this Sublease for which Subtenant shall have the right to terminate this Sublease; provided, however, that with respect to the Master Landlord, Sublessor shall have the right to extend such sixty (60) day period in thirty (30) day increments up to an additional ninety (90) days, so long as Sublessor is diligently pursuing such NDA, and Master Landlord has not elected to deny such request.

15. Master Ground Lease Obligations. If Master Landlord defaults in any of its obligations under the Master Lease, which is not feasible for Sublessor together with Master Tenant to cure and which materially impacts Subtenant's use and quiet enjoyment of the Subleased Premises, Subtenant may notify Sublessor of such default and Sublessor and Master Tenant shall deliver to Master Landlord notice of such default and a demand that Master Landlord comply with the terms of the Master Lease (a "Master Landlord Default Notice"). Sublessor agrees to so notify Master Landlord within a commercially

reasonable period of time (not to exceed five (5) business days) after the date on which such notice is delivered by Subtenant to Sublessor and, together with Master Tenant, to take commercially reasonable efforts to enforce Master Landlord's obligations under the Lease. Notwithstanding the foregoing, provided Master Landlord allows, Subtenant shall have the right to contact Master Landlord and/or its property manager directly in connection with any maintenance, repair or other similar issues, or otherwise, and Sublessor and/or Master Tenant shall, upon the request of Subtenant, contact Master Landlord and/or Master Landlord's property manager in connection with any maintenance, repair or other similar issues. In addition, Sublessor and Master Tenant each agrees to reasonably cooperate with Subtenant, to pursue the enforcement of Master Landlord's obligations as the "Landlord" under the Master Lease, including executing any notices or other documents reasonably necessary in connection with such enforcement efforts in order to ensure Subtenant's quiet enjoyment of the Sublease Premises.

16. Indemnity. Subtenant hereby agrees to indemnify and hold Sublessor harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements, which may at any time be asserted against Sublessor by (a) the Master Landlord for failure of Subtenant to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which, by reason of the provisions of this Sublease, Subtenant is obligated to perform; (b) any person by reason of Subtenant's use and/or occupancy of the Subleased Premises, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Sublessor or any of its affiliates, or a breach of any of Sublessor's duties or obligations under this Sublease; and/or (c) any person or entity stemming from Subtenant's operation of Hangar 42, its use thereof, or use of the ramp area as described herein, it being understood that Sublessor is solely responsible for any liability arising from or related to the initial construction and installation of Hangar 42. The provisions of this Article 16 shall survive the expiration or earlier termination of the Master Ground Lease and/or this Sublease.

Sublessor hereby agrees to indemnify and hold Subtenant harmless from and against any and all claims, losses and damages, including, without limitation, reasonable attorneys' fees and disbursements: (a) arising out of Sublessor's or Master Tenant's failure to perform any of the covenants, agreements, terms, provisions or conditions contained in the Master Ground Lease which Master Tenant or Sublessor is obligated to perform; (b) arising out of any person claiming by reason of Master Tenant's negligence or willful misconduct or breach of Master Tenant's duties or obligations under the Master Lease or the Development Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Subtenant, or a breach of any of Subtenant's duties or obligations under this Sublease; and/or (c) arising out of any person claiming by reason of Sublessor's negligence or willful misconduct or breach of Sublessor's duties or obligations under this Sublease, except to the extent any of the foregoing is caused by the negligence or willful misconduct of Subtenant, or a breach of any of Subtenant's duties or obligations under this Sublease.

17. Weight Restriction. Master Tenant and Master Landlord have entered into the agreement entitled "Agreement Between The City of Hawthorne and Hawthorne Airport LLC Regarding Taxiway Rehabilitation at Hawthorne Municipal Airport" (the "Taxiway Rehab Agreement"), a true and correct copy of which is attached hereto as Exhibit "X". The Taxiway Rehab Agreement provides for Master Tenant to rehabilitate the taxiway described therein for the purpose of accommodating aircraft operators

of certain Subject Aircrafts (defined therein as “aircraft with higher-than-standard takeoff weights [...] a maximum Aircraft Classification Rating (ACR) of 230”) to conduct takeoffs under specific, agreed-upon conditions set forth in Section 3 and Section 7 thereof. Pursuant to the Development Sublease, Sublessor is responsible for rehabilitation and improvement of the taxiway. Sublessor warrants and represents that, subject to the conditions imposed by the Taxiway Rehab Agreement, the Master Landlord has waived a weight limitation of 60,000 pounds with dual wheel loading for runway access and usage and ramp parking insofar as it applies to the Subleased Premises and operation and storage of the Bombardier Aviation Global 6500 aircraft which Subtenant is in the process of acquiring or any substitute aircraft. This representation and warranty, and its continuing survival at all times during the Term, is of the essence to Subtenant’s decision to enter into this Sublease and but for the assurance provided thereby, Subtenant would not be entering into this Sublease. A breach of this representation and warranty would constitute a material breach of the Sublease.

18. Estoppel Certificates. Subtenant shall at any time and from time to time as requested by Sublessor or Master Landlord, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Sublessor or Master Landlord, a statement in writing certifying (a) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (b) the dates to which rent and any other charges have been paid, (c) whether or not, to the knowledge of the person signing the certificate, that the other party is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (d) such other matters as may reasonably be requested by Sublessor or Master Landlord, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Sublessor or Master Landlord may be dealing. Sublessor shall at any time and from time to time as requested by Subtenant, upon not less than ten (10) business days prior written notice, execute, acknowledge and deliver to Subtenant, a statement in writing certifying (i) that this Sublease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications, if any), (ii) the dates to which rent and any other charges have been paid, (iii) whether or not, to the knowledge of the person signing the certificate, that Subtenant is not in default beyond any applicable grace period provided herein in performance of any of its obligations under this Sublease, and if so, specifying each such default of which the signer may have knowledge, and (iv) such other matters as may reasonably be requested by Subtenant, it being intended that any such statement delivered pursuant hereto may be relied upon by others with whom Subtenant may be dealing.

19. Sublessor Warranty; As-Is Disclaimer.

19.1 Sublessor represents and warrants to Subtenant that Sublessor holds and, as of the Sublease Effective Date, is conveying to Subtenant a valid ground leasehold interest to the Subleased Premises and has conveyed legal title to Hangar 42, each free and clear of any and all liens, encumbrances and claims of third parties with respect to the title ownership of the Subleased Premises or Hangar 42 (other than the reversionary rights of Sublessor under this Sublease). Sublessors further warrants that, as of the Sublease Effective Date, no other party has any right to occupy all or any portion of the Subleased Premises, and that there are no actions or proceedings pending or threatened which could jeopardize or delay use of Hangar 42 or the Subleased Premises.

Sublessor further warrants that it has full authority to enter into this Sublease and that, as of the Sublease Effective Date, Sublessor has obtained all necessary governmental approvals and private consents (including those of Master Landlord and Master Tenant) necessary to the execution, delivery and performance of this Sublease and completion of construction of Hangar 42 and the Tenant improvements. Sublessor represents that Sublessor is not insolvent, nor is it in a condition of financial distress that might be expected to lead to insolvency.

19.2 Sublessor warrants and covenants to Subtenant that Sublessor is delivering Hangar 42 in turn-key ready condition, free of defects and violations of applicable laws, statutes, codes, regulations and industry guidelines (collectively, "Defects"). Sublessor's warranty hereunder shall continue for a period of one hundred twenty (120) months from the Sublease Effective Date for structural and real property elements and twelve (12) months for all personal property (or forty-eight (48) months for any latent defects or Defects due to the negligence or intentional misconduct of Sublessor or its agents, employees or contractors) (the "Warranty Period") and shall be in addition to any manufacturers' warranties, which Sublessor shall and does hereby assign to Subtenant. Subtenant shall notify Sublessor in writing of any breach of the foregoing warranty during the Warranty Period, and Sublessor shall be responsible for correcting any Defects covered by this warranty at Sublessor's sole cost and expense, unless Subtenant elects to undertake such corrective action, in which event, Sublessor shall promptly reimburse Subtenant for any and all costs reasonably incurred. In the event that Subtenant elects to undertake such corrective action itself, any replacement materials shall be of like quality and acquired at commercially reasonable prices.

19.3 Sublessor warrants to Subtenant that as of the Sublease Effective Date, Hangar 42 is in compliance with all applicable laws, statutes and ordinances, and that Subtenant will be permitted to use Hangar 42 and the Tenant Improvements for its intended purpose without further licenses or governmental approvals. Sublessor warrants to Subtenant that Sublessor has obtained and has assigned or otherwise transferred to Sublessor (to the extent necessary) any general plan amendment, rezone, map or other discretionary or ministerial license or permit whatsoever from any governmental agency of public authority which may be necessary for Subtenant's lawful possession and/or use of the Subleased Premises (including regulations of the Federal Aviation Administration and Department of Transportation).

19.4 Sublessor warrants to Subtenant that there is access to and sufficient utility capacity (including electricity, water, sewer, natural gas, and internet cable) to provide appropriately for the use and enjoyment of the Hangar and the tenant improvements.

19.5 Sublessor warrants to Subtenant that all documents and information provided to Subtenant for Subtenant's review concerning Hangar 42 and Sublessor are true and complete in all material respects.

19.6 Sublessor warrants to Subtenant that, to the best of Sublessor's knowledge, after due inquiry, except as provided in written reports which Sublessor has provided to Subtenant prior to execution and delivery of this Sublease, (a) although there are monitoring wells, there are no Hazardous Materials or CONTAMINATION (as that term is defined in Paragraph 23 of the

Purchase Agreement) located on the surface or in the soil under the surface in or around where the Subleased Premises are located; and (b) Sublessor warrants that Sublessor has not received written notice of any violation of Environmental Laws related to any of the Subleased Premises. As used herein, "Environmental Laws" means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 6901, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (49 U.S.C. Section 1801, et seq.), the Hazardous Transportation Act (42 U.S.C. Section 6901, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and the Model Toxics Control Act (RCW Chapter 70.105D), and all other federal, state, county, municipal and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances and guidelines; and "Hazardous Material" means any substance, material, waste, pollutant or contaminant listed or defined as hazardous, infectious or toxic under any Environmental Laws.

Sublessor hereby agrees to take all reasonable and diligent steps to obtain Master Landlord's compliance with Master Landlord's removal obligations pursuant to Section 25.3 of the Master Ground Lease to remove any Hazardous Materials that were existing on the Airport, that were brought onto the Airport, and/or that migrated onto the Airport, unless caused by Sublessor or its affiliates, and to enforce the Master Landlord's removal obligations against third parties pursuant to the Master Ground Lease.

Sublessor hereby agrees to assign to Subtenant, at Subtenant's option, Sublessor's rights to be defended and/or indemnified by the Master Landlord with respect to the Subleased Premises.

Sublessor also agrees that if Master Landlord breaches its obligations under Section 25.3 of the Mater Ground lease and fails to indemnify, defend, and hold Subtenant and its agents, contractors, licensees, employees, directors, officers, partners, trustees, invitees, affiliates, subsidiaries, successors, assigns, heirs, shareholders and members harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, or other expenses resulting from any Hazardous Materials being found on the Subleased Premises, unless those Hazardous Materials were brought onto the Subleased Premises by Subtenant, then Sublessor will indemnify, defend, and hold Subtenant and its agents, contractors, licensees, employees, directors, officers, partners, trustees, invitees, affiliates, subsidiaries, successors, assigns, heirs, shareholders and members harmless from any liabilities, losses, claims, damages, penalties, fines, attorneys' fees, experts' fees, court costs, remediation costs, investigation costs, or other expenses resulting from any Hazardous Materials being found on the Subleased Premises.

19.7 Sublessor warrants to Subtenant that Sublessor is not a "foreign person" as that term is used and defined in Section 1445 of the Internal Revenue Code.

19.8 Subtenant understands, acknowledges, and agrees that, other than the warranties expressly set forth in Section 19 herein or in Section 13 of the concurrently-executed Purchase and Sale Agreement, any and all warranties shall solely be those provided expressly or impliedly by

the vendors, contractors, subcontractors, engineers, architects, or other tradespeople or design professionals responsible for the design or construction of Hangar 42 and Sublessor shall cooperate and take such steps as may reasonably be necessary to assign such third-party warranties to Subtenant or otherwise make Subtenant a beneficiary of such warranties and shall endeavor to facilitate the cooperation of such third parties in fulfilling their obligations to provide a turn-key ready hangar, free of material defects and violations of law and which meet all national, state and industry standards for hangar construction.

20. Assignment. Subject further to all of the rights of the Master Landlord under the Master Ground Lease and the restrictions contained in the Master Ground Lease, Subtenant shall not be entitled to assign this Sublease without the prior written consent of Sublessor, which consent shall not be unreasonably withheld. Subtenant shall have the right to sublet all or a portion of the Subleased Premises subject only to any applicable restrictions on subletting set forth in the Master Ground Lease, and otherwise shall not be required to obtain any consent of Sublessor with respect to any such subleases. Sublessor will reasonably cooperate, at no material expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

21. Notices. All notices, consents, waivers, payments or other communications which this Sublease requires or permits either party to give to the other shall be in writing and shall be deemed given (a) when actually received or refused by the party to whom sent if delivered personally or on the day of actual delivery or refusal as shown on the addressee's registered or certified mail receipt if forwarded by registered or certified mail, postage prepaid, to the parties at their respective addresses as follows or (b) by facsimile, provided that the sender's facsimile machine produces an accurate report of the date and time of transmission and a hard copy of the transmittal is also delivered to the addressee via one of the methods set forth in clause (a) above:

To Sublessor: 395 Park Place, LLC
12105 Crenshaw Blvd.
Hawthorne, CA 90250
Attn: Levi Stockton
Email: lstockton@flyadvancedair.com

With notice to: Frank Sandelmann and Joshua Valene
Beach Cities Law Group, Inc.
324 Manhattan Beach Blvd, Suite 201
Manhattan Beach, CA 90266
Fsandelmann@bclgi.com and jvalene@bclgi.com

To Subtenant: Hawthorne Green LLC
8737 Wilshire Blvd
Beverly Hills, CA 90211
Attn: Jeff Green
jeffgreen@u-s-merchants.com

With notice to: Gregg Zucker
Foundation Law Group
2049 Century Park East, Suite 2460
Los Angeles, CA 90067
gregg@foundationlaw.com

To Master Tenant: Hawthorne Airport, LLC
12101 Crenshaw Blvd., Suite 100
Hawthorne, CA 90250
Attn: David Wehrly
Fax: (310) 644-9344

To Master Landlord: The City of Hawthorne
4455 West 26th Street
Hawthorne, CA 90250
Attn: City Manager and City Attorney
Fax: (310) 970-7058

or to such other address as may be contained in a notice from either party to the other given pursuant to this Section 21. Rental payments and other sums required by this Sublease to be paid by Subtenant shall be delivered to Sublessor at Sublessor's address provided in this Section 21, or to such other address as Sublessor may from time to time specify in writing to Subtenant.

22. Severability. If any term or provision of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Sublease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of this Sublease shall be valid and be enforced to the fullest extent permitted by law.

23. Entire Agreement; No Waiver. This Sublease, together with all exhibits thereto, and the Purchase Agreement contain the entire agreement between the parties hereto as to the subject matter and shall be binding upon and inure to the benefit of their respective heirs, representatives, successors and permitted assigns. Any agreement hereinafter made shall be ineffective to change, modify, waive, release, discharge, terminate or effect an abandonment hereof, in whole or in part, unless such agreement is in writing and signed by the parties hereto. The failure of Sublessor to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this Sublease shall not be deemed a waiver of such violation or prevent a subsequent act which would originally have constituted a violation from having all the force and effect of an original violation. The receipt by Sublessor of rent or any other payment from Subtenant with knowledge of the breach of any term, covenant, condition, or other provision of this Sublease shall not be deemed to be a waiver of such breach.

24. Dispute Resolution; Attorney's Fees.

24.1. Sublessor and Subtenant agree that, excluding any action solely for possession arising out of California Code of Civil Procedure Section 1161 et seq., any dispute or claim arising between them out of this Sublease, which does not settle at mediation, shall be submitted to binding arbitration before the American Arbitration Association in Los Angeles, California. The arbitrator shall be a retired judge or an attorney with at least 10 years of relevant legal experience unless the parties mutually agree to an arbitrator.

24.2. If either party commences litigation or arbitration against the other for the specific performance of this Sublease, for damages for the breach hereof or otherwise for enforcement of any remedy hereunder, then the prevailing party shall be entitled to recover from the other party such costs and reasonable attorneys' fees as may have been incurred, including any and all costs incurred in enforcing, perfecting and executing a judgment, as well as any costs incurred in connection with for a dispute by Subtenant over the assumption or rejection of this Sublease in a bankruptcy proceeding under Title 11 of United States Code.

25. Costs; Cooperation. In the event Subtenant shall request the consent of Sublessor under any provision of this Sublease for any act that Subtenant proposes to do hereunder, including, without limitation, assignment or subletting of Subleased Premises, Subtenant shall, as a condition to doing any such act and the receipt of such consent, reimburse Sublessor promptly for any and all reasonable costs and expenses incurred by Sublessor in connection therewith, including, without limitation, reasonable attorneys' fees. Sublessor will reasonably cooperate, at no material cost or expense to Sublessor, with Subtenant in order for Subtenant to obtain any consent of Landlord required hereunder or under the Master Ground Lease.

26. Force Majeure. If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, restrictive laws, riots, insurrection, war, acts of terrorism, fire, severe inclement weather such as snow or ice or other casualty or other reason of a similar or dissimilar nature beyond the reasonable control of the party delayed, financial inability excepted (any "Force Majeure Event"), performance of such act shall be excused for the period of the Force Majeure Event, and the period for the performance of such act shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds or which are monetary obligations under this Sublease shall not be Force Majeure Events.

27. Brokers. Each party (i) warrants to the other that the warranting party has incurred no brokerage or other commission, by reason of entering into this Sublease or otherwise, for which the other party would be responsible and (ii) agrees to indemnify and hold harmless the other party against any liability or cost (including attorneys' fees) arising out of any claim for brokerage commission in connection with prior negotiations or other dealings by such warranting party with any broker or broker's agent.

28. Joint and Several Liability. If more than one person or entity executes this Sublease as Subtenant: then (i) each of them is and shall be jointly and severally liable for the covenants, conditions, provisions and agreements of this Sublease to be kept, observed and performed by Subtenant; and (ii) the act or signature of, or notice from or to, any one or more of them with respect to this Sublease shall be

binding upon each and all of the persons and entities executing this Sublease as Subtenant with the same force and effect as if each and all of them had so acted or signed, or given or received such notice.

29. Authority. If Subtenant is a corporation, trust, limited liability company, or general or limited partnership, each individual executing this Sublease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Sublease on behalf of said entity. If Subtenant is a corporation, trust, limited liability company or partnership, Subtenant shall, concurrently with its execution of this Sublease, deliver to Sublessor evidence of such authority satisfactory to Sublessor.

30. Intentionally Deleted.

31. Sublessor Exculpation. It is expressly understood and agreed that notwithstanding anything in this Sublease to the contrary, and notwithstanding any applicable law to the contrary, the liability of Sublessor hereunder (including any successor Sublessor) and any recourse by Subtenant against Sublessor shall be limited solely and exclusively to an amount which is equal to the interest of Sublessor in the Airport, and neither Sublessor, nor any of its constituent partners, members, shareholders, officers, directors or employees shall have any personal liability therefor, and Subtenant hereby expressly waives and releases such personal liability on behalf of itself and all persons claiming by, through or under Subtenant.

32. Modifications of Master Ground Lease and Sublease. Should any current or prospective mortgagee or ground lessor for the Subleased Premises or the Property (including Landlord) require a modification of this Sublease, which modification will not materially and adversely change the rights and obligations of any party hereunder or affect the rent payable hereunder, then and in such event, each party agrees that this Sublease may be so modified and agrees to execute whatever documents are required therefor and deliver the same to the party requesting same within ten (10) business days following the request therefor. Sublessor and Master Tenant each agrees that it will not enter into any agreement with Master Landlord modifying or amending any provision of the Master Ground Lease which will have a material adverse effect on Subtenant's rights and obligations under this Sublease without the prior written consent of Subtenant, and any such agreement entered into by Sublessor without Subtenant's prior written consent shall be of no force or effect with respect to Master Tenant, Subtenant and this Sublease.

33. Captions and Definitions. Captions to the Sections in this Sublease are included for convenience only and are not intended and shall not be deemed to modify or explain any of the terms of this Sublease.

34. Further Assurances. The parties hereto agree that each of them, upon the request of the other party, shall execute and deliver, in recordable form if necessary, such further documents, instruments or agreements and shall take such further action that may be necessary or appropriate to effectuate the purposes of this Sublease.

35. Governing Law. This Sublease shall be governed by and in all respects construed in accordance with the internal laws of the State of California.

36. Signage. Subtenant understands, acknowledges, and agrees that Subtenant may only affix signage to, or paint the exterior of, Hangar 42 in a manner that complies with the Master Ground Lease, applicable building codes, and the FARs.

37. Right of First Refusal – Sale of Hangar 42. In the event that Subtenant desires to market Hangar 42 for sale to a third party in the future, Sublessor shall have the right of first negotiation. Sixty (60) days before listing Hangar 42 (the “Negotiation Period”), Subtenant shall first provide written notice of the same to Sublessor, which shall include the anticipated listing price and any other material terms, and thereafter Subtenant and Sublessor shall reasonably and in good faith negotiate exclusively with each other during the Negotiation Period. Sublessor, at its option, can waive its right of first negotiation via written notice. Subtenant cannot market Hangar 42 for sale unless either (a) Sublessor waives its right of first negotiation or (b) Subtenant and Sublessor are unable to reach an agreement in principle during the Negotiation Period and do not otherwise agree in writing to extend the Negotiation Period or (C) despite an agreement in principle, Sublessor does not execute a binding agreement within sixty (60) days thereafter, or fails to consummate the purchase of Hangar 42 in accordance with such binding agreement within sixty (60) additional days. Sublessor agrees not to unreasonably withhold its consent to the assignment of this Sublease, and to the release of Subtenant from any liability under this Sublease following such assignment, in connection with any permitted sale of Hangar 42.

38. Right of First Refusal – Extension of Sublease Term. In the event that the term of the Master Ground Lease is renewed or extended at any time prior to the expiration of this Sublease, then Sublessor shall provide written notice to Subtenant of the potential renewal or extension at least sixty (60) days in advance of such renewal or extension (or as soon thereafter as may be practicable). Subtenant shall have the right, within sixty (60) days after receipt of that notice to renew or extend the Sublease. Such renewal or extension right shall be exercisable by written notice to Sublessor. Subtenant and Sublessor agree that the monthly rent for a renewed or extended Sublease shall be in the amount of any rental rate increase for the Master Ground Lease plus twenty percent. (20%) (e.g., if the new ground rent rate increases by 100%, then Subtenant will be entitled to sublease at a 120% increase in rent.)

39. Sub-Sublease of Subleased Premises. Subtenant shall have the right to sub-sublease all or portions of the Subleased Premises to anyone approved by Sublessor and Master Landlord, approval of such sub-sublease shall not be unreasonably withheld by Sublessor or Master Landlord (if such approval is required by the Master Ground Lease), provided that no such approval shall be required if to an affiliate of Subtenant that has equivalent or greater financial resources and net worth. In the event the Subleased Premises is sub-subleased, Subtenant shall continue to be responsible for compliance of Hangar 42’s sub-sublessee with Airport Rules and Regulations, as may be amended from time to time and making the scheduled ground lease payments, unless otherwise approved by Sublessor in connection with a sale of the entire Hangar 42. Sublessor shall respond to any request for approval within fifteen (15) business days, and failure to respond within such period shall be deemed approval.

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

The parties have agreed as set forth above as of the date indicated next to their signature.

Sublessor:

395 PARK PLACE, LLC

Date: 6-11-25

By: LS

Printed Name: Levi Stockton

Title: Member

Subtenant:

HAWTHORNE GREEN LLC

Date: June 11, 2025

By: Jeff Green

Printed Name: Jeff Green

Title: Member

Acknowledged by the Hawthorne Airport, LLC

The undersigned, as Master Tenant under the Master Lease and sublandlord under the Development Sublease, acknowledges and agrees to the terms of this Sublease, and agrees to be bound by all of the terms and conditions requiring performance by Master Tenant as if a party to this Agreement.

Master Tenant

HAWTHORNE AIRPORT, LLC

Date:

By: LS

Printed Name: Levi Stockton

Title: Manager

Acknowledged by the City of Hawthorne

Master Landlord

CITY OF HAWTHORNE

Date:

By: _____

Printed Name: _____

Title: _____