

Peter O. Knight Airport Plant City Airport Tampa Executive Airport

Hillsborough County Aviation Authority P.O. Box 22287 Tampa, Florida 33622 phone/ 813-870-8700 fax/ 813-875-6670 TampaAirport.com

August 17, 2021

Mr. Allen Ashcraft
Secretary
Global Aviation Services, GAS, LLC
3 Sugar Creek Center, Suite 450
Sugar Land, TX 77478
Via email: aashcraft@primeflight.com

Mr. James O'Grady President Air Transport International, Inc. 145 Hunter Dr. MS2061T Wilmington, OH 45177 Via email: Jim.ogrady@airtranint.com

RE: Letter of Agreement

Ground Service Equipment Facilities - Suite 2200 (Premises)

Tampa International Airport (Airport)

Dear Mr. Ashcraft and Mr. O'Grady:

The following constitutes a Letter of Agreement (LOA) between Global Aviation Services, GAS, LLC (GAS) and Air Transport International, Inc. (ATI) regarding the Ground Service Equipment (GSE) Facilities Space Rental Agreement between GAS and the Hillsborough County Aviation Authority (Authority), dated March 2, 2017 (Agreement). The purpose of this LOA is to clarify the responsibility for repayment to Authority of Company's Improvements Rent (CIR) for the Premises, as those terms are defined in the Agreement, before, during, and after the proposed future tenancy of the Premises by ATI.

Whereas, the Agreement, in part, requires GAS to repay Authority for the cost of CIR for the Premises constructed by Authority until such time as the balance of CIR is paid in full or Authority executes a GSE Facilities Space Rental Agreement for the Premises with a replacement tenant (See Sections 5.01(B) (1) and (2) of the Agreement); and

WHEREAS, ATI may terminate this LOA upon 180 days' written notice to Authority and GAS provided that ATI simultaneously terminates the GSE Facilities Space Rental Agreement between ATI and the Authority dated September 2, 2021; and

Whereas, ATI desires to lease the Premises for a period of 6 years from September 1, 2021 through September 30, 2027 (Term); and

Whereas, ATI agrees to pay to Authority the GSE Building Rent, O&M Rent, and CIR, as those terms are defined in the Agreement, during the Term.

Now, therefore, the Parties agree as follows:

 If ATI leases the Premises from Authority, ATI thereby assumes the obligation for payment of the GSE Rent, O&M Rent, and CIR during the Term of this LOA, unless terminated earlier as THE STREET, ST

provided for in this LOA. Upon completion of the Term or earlier termination of this LOA, GAS will retain the obligation to repay the outstanding balance of CIR to Authority. GAS' obligation will continue thereafter until the CIR is paid in full or until Authority executes a subsequent GSE Facilities Space Rental Agreement with a replacement tenant for the payment of all Rents, including payment of the outstanding balance of CIR.

- GAS grants permission to ATI to modify/demolish any or all of Company's Improvements, as such term is defined in the Agreement, and restore such Company's Improvements and the Premises to their condition at the commencement of this LOA, all at ATI's own expense. ATI and GAS understand and agree that such modification/demolition and restoration will not reduce or otherwise impact ATI's or GAS' obligation to repay the CIR to Authority under this LOA or under the Agreement.
- 3. ATI understands and agrees that it will repair, to the satisfaction of Authority, any damage caused to the Premises by such modifications or demolition and restoration.
- 4. This LOA represents the entire understanding between the Parties relative to the CIR for the Premises as defined in the Agreement.
- 5. The Parties expressly warrant that each signatory is vested with the necessary authority to sign this LOA and is a bona fide representative of the named party.
- 6. This LOA can be amended only by written instrument executed by all of the parties hereto.
- 7. Except as otherwise indicated elsewhere in this LOA, wherever in this LOA approvals are required to be given or received by Authority, it is understood that the Chief Executive Officer (CEO) or a designee of the CEO is hereby empowered to act on behalf of Authority.
- This LOA may be executed in multiple counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

(The remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, the parties he day of, 2021.	ereto have set their hands and corporate seals on this
ATTEST:	HILLSBOROUGH COUNTY AVIATION AUTHORITY
Jane Castor, Secretary Address: P. O. Box 22287 Tampa, FL 33622 Signed, sealed, and delivered in the presence of:	By: Gary W. Harrod, Chairman Address: P. O. Box 22287 Tampa, FL 33622
WELL OF	LEGAL FORM APPROVED:
Witness Signature Print Name	By: David Scott Knight David Scott Knight David Scott Knight Assistant General Counsel
Witness Signature	
Print Name	
HILLSBOROUGH COUNTY AVIATION A	AUTHORITY
STATE OF FLORIDA	
COUNTY OF HILLSBOROUGH	
online notarization, this day of Chairman, and by Jane Castor in the ca	cknowledged before me by means of physical presence or, 2021, by Gary W. Harrod in the capacity of apacity of Secretary, of the Board of Directors, Hillsborough ant special district under the laws of the State of Florida, on its and they did not take an oath.
	Signature of Notary Public – State of Florida
	(Print, Type, or Stamp Commissioned Name of Notary Public)

Place Sight rates The end single rates the effecting sight

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	GLOBAL AVIATION SERVICES, GAS, LLC
	ву: ССС
Signed in the presence of:	Title: Secretary
(12)	Date: 8 - / / 2 /
Mage	R. Allen Asheratt Jr.
Witness Signature	Print Name
Christopher Veixoto Print Name	R. Allen Ashcraft Jr. Print Name 3 Sogen Creck Gr, 5 fe 450 Print Address Soyce Land Tx 17478
Witness Signature	Sugar land Tx 17478
JOHN A MORENO	
Print Name	
GLOBAL AVIATION SERVICES, GAS,	LLC
STATE OF TOKAS	
COUNTY OF FORT BOND	
The foregoing instrument was acknowle	dged before me by means of Mphysical presence or online
	2021, by <u>P.alun Asnuratt, TP.</u> as (name of person)
	(name of person)
<u>secretary</u> for	GWOOD aviation services, ans, LLC
(type of authority)	(name of party on behalf of whom instrument was executed)
*************************************	Demnay E. WMLL
HANNAH ELIZABETH WILSON	(Signature of Notary Public – State of TXXX)
Notary ID #132223994 My Commission Expires	Hannun Elizabeth Willon
October 24, 2023	(Print, Type, or Stamp Commissioned Name of Notary Public)
Personally known to me OR Produced	dentification
(Type of Identification Produced)	

Банцы (протовород Задос Рябот), концо Анрия Реан Сау Анрие; Гиппесског при правит

	Signed in the presence of: Signed in the presence of: Withess Signature Witness Signature Witness Signature	AIR TRANSPORT INTERNATIONAL, INC. By: Title: Date: 8/17/2/ Print Name 145 Hunter Drive MS-2061T Print Address Wilmington, OH
	Print Name AIR TRANSPORT INTERNATIONAL, I STATE OF COUNTY OF COUN	dged before me by means of physical presence or online
★ STEOF	(type of authority) Cathy Williams, Notary Public In and for the State of Ohio My Commission Expires May 6, 2023	(name of party on behalf of whom instrument was executed) (Signature of Notary Public – State of
	Personally known to me OR Produced In Company (Type of Identification Produced)	dentification