

THIS AGREEMENT CONTAINS INDEMNIFICATION & LIABILITY WAIVER PROVISIONS

ASTIN AVIATION
HANGAR STORAGE AGREEMENT
COLLEGE STATION EASTERWOOD AIRPORT (CLL)

This Hangar Storage Agreement ("Agreement"), is made and entered into on the 1 day of May, 2018 between Astin Aviation CLL, L.L.C. ("FBO Operator"), and The Texas A&M University System ("Customer"), (both a "Party," and collectively, the "Parties") in order to provide hangar storage of that certain aircraft owned and/or operated by Customer. The two aircraft being identified as Beechcraft B200 bearing manufacturer's serial number BB-1328 and BB-1713, and FAA registration number N-90AM and N96AM ("Aircraft").

1. SCOPE & TERM: FBO Operator hereby agrees to store Customer's Aircraft, and Customer hereby agrees to store Aircraft with FBO Operator, in hangar space ("Aircraft Storage Space") provided by FBO Operator. FBO Operator may, from time to time, move Aircraft from one hangar to another and/or to different locations within the same hangar, at its sole discretion. Customer agrees that Customer shall not move aircraft in the hangar and no one other than the FBO Operator is permitted to move any aircraft in the hangar. This Agreement may be terminated by either party with thirty (30) days advance notice.

For the term of this agreement, Customer will also be permitted to use, in Customer's normal course of business and subject to the FBO Operator's direction, office space in Hangar 1092 (with custodial services provided by the FBO Operator), provided Customer complies with this agreement, including paragraphs 6, 7, and 8, for all activities in the office space.

2. NO REAL PROPERTY & BAILMENT This Agreement conveys no interest in any distinct real property, is not a lease of real property, and is merely an agreement for storage of Aircraft. The Parties expressly disclaim creation of a bailment and the availability to Customer of bailment remedies.

3. STORAGE FEE: Customer shall pay to FBO Operator a monthly storage fee ("Monthly Fee") of \$1,981.50 (the total of \$529.50 for the office space plus \$726 for each of the two Aircraft) per month, payable in advance to Astin Aviation CLL, LLC, 2501 Earl Rudder Freeway S, College Station, TX 77845, on the first day of each calendar month during the term of this Agreement and any holding over period. If this Agreement commences on a day other than the first day of the month, the first payment shall be due on such commencement date and shall be prorated for the number of days in the calendar month for which rent is payable. In the event Customer has not paid the Monthly Fee on or before the date on which it is due, there will be a late payment service charge of five percent (5%) of the unpaid rent, which Customer agrees is not interest, but rather is an agreed upon service charge for the administrative tasks required as a result of a late payment. The Monthly Fee may be adjusted from time to time by FBO Operator at its sole discretion, and is subject to an annual adjustment on January 1 of each year, during the term of the Agreement. Such adjustment shall not to exceed 5% of the customers current hangar rate.

4. USE OF THE AIRCRAFT STORAGE SPACE: Customer shall have the right and privilege to use the Aircraft Storage Space, together with the necessary rights of ingress and egress there from, for the sole purpose of storage and maintenance of the Aircraft. The storage space may not be used for any other purpose. Customer agrees that Customer will not conduct or carry on any type of non-aviation related business in the Aircraft Storage Space or on the Airport without prior written consent of FBO Operator.

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5. COMPLIANCE WITH LAWS: Customer agrees to comply with ALL federal, state, and local laws, ordinances, and requirements. By signing this Agreement, Customer agrees to comply with the Easterwood Airport Rules and Regulations.

6. NO ASSIGNMENT: Customer agrees that it will not sublet, assign or transfer its interest in or rights under this Agreement.

7. INDEMNIFICATION: To the extent permitted by the Constitution and laws of the State of Texas, Customer hereby agrees that it will defend, indemnify, release and hold harmless FBO Operator and its officers, representatives, agents, employees, affiliates, successors and assigns from and against any and all claims, demands, judgments for loss or damage to property, or injuries to or death of any person or persons, resulting from or arising out of, whether directly or indirectly, this Agreement and/or the presence of the Aircraft on FBO Operator's premises, except if such claims, demands or judgments have been caused in whole or in part by the negligence, gross negligence, strict liability or other legal responsibility of FBO Operator.

8. INSURANCE: Customer shall procure and maintain in effect, at Customer's sole expense, aircraft liability insurance covering claims for damage to the Aircraft and claims for property damage, bodily injury and/or death arising out of and in connection with the Aircraft in the minimum combined single limit per occurrence of:

Turbine/Jet Aircraft: Combined single limit for bodily injury and property damage: \$5,000,000 each occurrence.

Piston Aircraft: Combined single limit for bodily injury and property damage: \$1,000,000 each occurrence subject to \$100,000 each passenger.

All policies shall name FBO Operator as an additional insured and shall include a waiver of the insurer's right to subrogate against FBO Operator. Such insurance policy shall also provide that it will not be canceled without thirty (30) day's advance written notice to FBO Operator. Customer shall furnish FBO Operator certificates evidencing such coverage.

The risk of loss and/or damage to the Customer's Aircraft or Customer's contents shall at all times be borne by Customer.

9. WAIVER: Customer hereby waives all claims against FBO Operator and its affiliates, and will instead look to insurance coverage selected and procured by Customer, at its own sole discretion and expense to satisfy any claims or damages which may be sustained by Customer, including, but not limited to damage to the Aircraft, loss of use, diminution in value, and any other incidental and consequential damages of any kind, except if such claims, demands or judgments have been caused in whole or in part by the negligence, gross negligence, strict liability or other legal responsibility of FBO Operator.

10. HOLD OVER: If, after the termination of this Agreement, Customer shall remain in possession without any express written agreement as to such holding over, Customer shall be deemed to be a tenant from day to day at a daily rental established by FBO Operator, and all other provisions of this Agreement shall continue to be operative.

11. NO WAIVER: No waiver or default by FBO Operator of any of the terms, covenants, and conditions herein to be performed, kept and observed by Customer shall be construed as or operate as a waiver by FBO Operator of any subsequent default of any of the terms, covenants, and conditions contained herein to be performed, kept and observed by Customer.

12. NOTICES: All notices required to be given to FBO Operator or Customer shall be in writing and shall be given personally or sent by certified mail, return receipt requested and addressed to such Party at its latest address of record.

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13. **DEFAULT:** In the event of Customer's default in payment of rent or in the performance of his or her obligations hereunder, FBO Operator at its sole option, may terminate this Agreement and all of Customer's rights hereunder.

14. **TERMINATION:** FBO Operator or Customer may terminate this Agreement for any reason upon thirty (30) days written notice to the other Party.

15. **GOVERNING LAW:** THIS AGREEMENT SHALL BE GOVERNED, INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICTS OF LAWS PROVISIONS.

16. **ENTIRE AGREEMENT:** FBO Operator and Customer warrant that the terms and conditions of this Agreement, including all exhibits hereto, constitute the entire Agreement between the parties.

17. **AMENDMENTS.** The provisions of this Agreement may not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by an authorized signatory of each Party hereto.

18. **ASSIGNMENT.** FBO Operator may assign this Agreement in whole or in part to the FBO Operator's parent company or any wholly-owned subsidiary of parent company ("affiliate") without the consent of the Customer, provided that an assignment to any such affiliate shall not relieve FBO Operator or affiliate of any of its obligations hereunder whether accruing prior to or after the date of such Except as expressly provided hereunder, this Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors and assigns.

19. **HEADINGS AND REFERENCES.** The division of this Agreement into Sections, and the insertion of headings, are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

20. **COUNTERPARTS.** This Agreement may be fully executed in any number of separate counterparts by each of the parties hereto, all such counterparts together constituting but one and the same instrument.

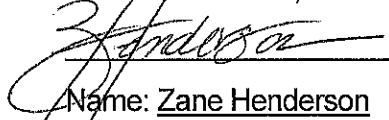
21. **CONSTRUCTION.** This Agreement, although drafted by one Party, is the result of arms-length negotiation and shall be construed fairly and not in favor of or against either Party.

22. **ATTORNEY FEES.** The prevailing Party in any lawsuit arising from or relating to the subject matter of this lawsuit, shall be entitled to recover attorney's fees and legal expenses from the other Party.

23. **VENUE.** The venue for any lawsuit arising from or relating to the subject matter of this lawsuit shall be the state and/or federal courts in Brazos County, Texas.

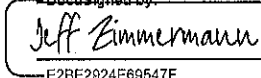
IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

Astin Aviation CLL, LLC


Name: Zane Henderson

Title: FBO Manager

The Texas A&M University System


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Name: Jeff Zimmermann

Title: Dir. Procurement & Business Services

**AMENDMENT No. 1
TO HANGER STORAGE AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM
AND ASTIN AVIATION**

Effective September 1, 2018, it is mutually understood and agreed by and between the undersigned contracting parties of the above Agreement to amend said contract as follows:

Omit Item 3 and replace with the following:

3. **STORAGE FEE:** Customer shall pay to FBO Operator a monthly storage fee (“Monthly Fee”) of \$3,750.00 (the total of \$634.00 for the office space plus \$1,558.00 for each of the two Aircraft) per month, payable in advance to Astin Aviation CLL, LLC, 2501 Earl Rudder Freeway S, College Station, TX 77845, on the first day of each calendar month during the term of this Agreement and any holding over period. If this Agreement commences on a day other than the first day of the month, the first payment shall be due on such commencement date and shall be prorated for the number of days in the calendar month for which rent is payable. In the event Customer has not paid the Monthly Fee on or before the date on which it is due, there will be a late payment service charge of five percent (5%) of the unpaid rent, which Customer agrees is not interest, but rather is an agreed upon service charge for the administrative tasks required as a result of a late payment.

Discretionary. The Monthly Fee may be adjusted from time to time by FBO Operator at its sole discretion. Notice shall be provided to TAMUS in writing at least ten (10) calendar days prior to the new Monthly Fee becoming effective.

Annual. The Monthly Fee is subject to an annual adjustment on January 1 of each year, during the term of the Agreement. Such Annual adjustment shall not exceed 5% of the customer’s current Monthly Fee and notice of the new Monthly Fee shall be provided to TAMUS in writing no later than December 31st of each year.

All other terms and conditions not hereby amended are to remain in full force and effect.

The Texas A&M University System:

DocuSigned by:
By: Jeff Zimmermann
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Jeff Zimmerman
Director, Procurement & Business Services

Date: 9/14/2018 | 16:40:23 CDT

Astin Aviation CLL, LLC:

By: Zane Henderson
Zane Henderson
FBO Manager

Date: 9/14/18