

PREPARED BY  
AND UPON RECORDATION RETURN TO:  
Dentons Bingham Greenebaum LLP  
2700 Market Tower  
10 West Market Street  
Indianapolis, IN 46204  
Attention: Amy L. Gilliatt, Esq.

---

**LESSOR CONSENT TO LEASEHOLD DEED OF TRUST**

THIS LESSOR CONSENT TO LEASEHOLD DEED OF TRUST (as it may be amended, restated, supplemented, extended or renewed from time to time, this “***Agreement***”) is made as of the \_\_\_\_ day of October, 2025, between **NAPA COUNTY**, a political subdivision of the State of California (“***Lessor***”), **ROYAL BANK OF CANADA** (“***Lender***”) and **SKYSERVICEUS CALIFORNIA LLC**, a Delaware limited liability company (“***Lessee***”).

**RECITALS:**

A. Lessor is the fee owner of the property described on Exhibit A (the “***Premises***”). Lessor and Lessee have entered into a certain lease agreement with respect to the Premises, as more particularly described on Exhibit B (the “***Lease***”).

B. Lender has agreed to make a certain loan or loans to Leading Edge Jet Midco LLC, a Delaware limited liability company (the “***Loan***”), which will be guaranteed by Lessee and secured by a Leasehold Deed of Trust, Assignment of Leases and Rents, Security Agreement, and Fixture Filing with respect to Lessee’s interest under the Lease (the “***Leasehold Deed of Trust***”). Pursuant to the Leasehold Deed of Trust, Lessee has granted to Lender a lien on certain personal property collateral located at and used in connection with the Premises (the “***Collateral***”).

C. Lender and Lessee have requested that Lessor enter into this Agreement with respect to the rights and obligations of Lender, Lessee and Lessor with respect to the Lease and the Premises.

NOW, THEREFORE, the parties represent, warrant, covenant, and agree as follows:

1. Lease. Lessor represents and warrants to Lender that, as of the date of this Agreement:
  - (a) the Lease is in full force and effect;
  - (b) except as stated in Exhibit B, the Lease has not been modified, amended or changed in any material respect;

(c) the Lease is the entire agreement between Lessor and Lessee with respect to the Premises;

(d) to the actual knowledge of Lessor, there are no existing defaults by Lessee under the Lease;

(e) all amounts due, if any, by Lessee have been paid; and

(f) there are no pending disputes as between the parties to the Lease.

2. Consent. In accordance with Section 7.2 of the Lease, Lessor hereby consents to the execution by Lessee of the Leasehold Deed of Trust and agrees that (i) Lender is a “Permitted Mortgagee” under the Lease; (ii) the Leasehold Deed of Trust and the other documents executed or delivered in connection with the Loan (such other documents, together with the Leasehold Deed of Trust being referred to as the “***Loan Documents***”), insofar as such other Loan Documents affect or relate to the Premises, shall only encumber the Collateral and Lessee’s leasehold estate under the Lease and shall not constitute a lien, encumbrance, assignment or security interest on or with respect to Lessor’s rights under the Lease or Lessor’s fee interest in the Premises; and (iii) the Lease will supersede and not be subordinate to the Leasehold Deed of Trust.

3. Non-Disturbance Assurances. So long as the Lease is in full force and effect and the Lessor is not in breach in any material respect of its obligations under the Lease, Lender shall not name Lessor as a party defendant to any action for foreclosure or other enforcement of the Leasehold Deed of Trust (unless required by law in order to obtain jurisdiction, but in such case no judgment terminating the Lease will be sought by Lender). In no event shall the Lease be terminated by Lender in connection with, or by reason of, foreclosure or other proceedings for the enforcement of the Leasehold Deed of Trust, or by reason of a transfer of Lessee’s interest under the Lease pursuant to the taking of a deed or assignment in lieu of foreclosure (or similar device), provided that at the time of the commencement of any such action or proceeding or at the time of any such sale or exercise of any such other rights the Lease shall be in full force and effect and Lessor shall not be in breach in any material respect of any of the terms, covenants or conditions of the Lease or of this Agreement on Lessor’s part to be observed or performed.

4. Notice of Defaults and Termination.

(a) Lessor shall provide Lender with prompt notice of any asserted default against Lessee under the Lease. In the event of any act or omission of Lessee which would give Lessor the right, immediately or after lapse of time, to cancel or terminate the Lease, or to claim a partial or total eviction or to exercise any other remedy, Lessor shall not exercise such right or remedy unless Lessor has given written notice of such act or omission to Lender and Lender does not remedy such act or omission within a reasonable period of time (which reasonable period shall be within thirty (30) days after the period to which Lessee would be entitled under the Lease, after similar notice, to effect such remedy; *provided* that if such cure requires possession or control of the Premises or Collateral, Lender’s cure period shall continue for such additional time as Lender may reasonably require to take such action).

(b) In the event Lessor elects to terminate the Lease or Lessee’s right to possession of the Premises in accordance with the terms and conditions of the Lease after expiration of Lender’s

cure period provided for in clause (a) above, Lessor shall send Lender a written notice of termination (the “**Termination Notice**”) prior to terminating such Lease or right of possession.

5. Lender’s Right with Respect to the Collateral.

(a) Lender may remove the tangible Collateral from the Premises at all reasonable times after an uncured event of default by Lessee with respect to the Loan upon reasonable prior notice to Lessor. Such notice shall not be required, however, if Lessor has given a Termination Notice. Lender will not hold any auction or Collateral sale at the Premises.

(b) If Lessor terminates the Lease or Lessee’s right to possession of the Premises, Lender may enter the Premises to remove the tangible Collateral for a period of 30 days (the “**Removal Period**”) following receipt by Lender of the required Termination Notice. If Lender does not remove the tangible Collateral within the Removal Period, the tangible Collateral will be deemed abandoned by Lender, and Lessor may dispose of the tangible Collateral, at no cost to Lender and without liability to Lender, subject to the rights, if any, of Lessee under the Lease. A failure by Lessor to give Lender a Termination Notice will not affect the validity of any lease termination but instead will only delay the commencement of the Removal Period until Lessor gives the Termination Notice to Lender.

(c) Except to the extent that, pursuant to the Lease, Lessee would have had the right to remove such items upon expiration of the term of the Lease, in exercising Lender’s rights pursuant to this Section 5, Lender will not repossess or remove any item of property constituting fixtures or otherwise incorporated into the improvements at the Premises unless otherwise approved by Lessor in writing.

(d) Subject to any requirements set forth in the Leasehold Deed of Trust, Lender may enter upon the Premises at any reasonable time during normal business hours upon reasonable prior notice to Lessor and Lessee in order to inspect the Collateral.

(e) Lessor and Lessee acknowledge that Lender’s entrance upon, and use of the Premises for such limited purpose shall neither render Lender a tenant nor give rise to any obligations under the Lease or otherwise other than as set forth herein.

(f) Lender, at its option, will either repair any damage to the Premises caused by Lender’s or its agent’s or representative’s access to the Premises or removal of any personal property or reimburse Lessor for the reasonable cost of repairing the damage. Lender hereby indemnifies Lessor for any claim, liability or expense (including reasonable and documented attorneys’ fees) arising out of or in connection with Lender’s or its agent’s or representative’s entry upon the Premises and removal of the personal property.

6. Lender’s Right to Assign Lease or Enter New Lease.

(a) Lender acknowledges and agrees that it is a “Permitted Mortgagee” under the Lease and will comply with each and every obligation of a Permitted Mortgagee thereunder, including those set forth in Section 7.5 and 7.6 of the Lease.

(b) Subject to Lender's compliance with Sections 7.5 and 7.6 of the Lease, if Lender exercises its rights pursuant to the Leasehold Deed of Trust and forecloses on Lessee's interest pursuant to the Lease or obtains a deed or assignment of such interest in lieu of foreclosure:

- (i) Lender or the purchaser at foreclosure or deed in lieu of foreclosure (the "**Purchaser**") may acquire or obtain the interest of Lessee under the Lease pursuant to such foreclosure or transfer in lieu thereof.
- (ii) If Lender acquires the interest of Lessee under the Lease, Lender may further assign its interest as Lessee under the Lease to any third party approved by Lender. So long as such assignee assumes in writing all of Lessee's obligations under the Lease from and after the date of assignment, then, upon an assignment of the Lease by Lender as herein provided, Lender shall have no further liability under the Lease for obligations arising after such assignment.
- (iii) If Lender takes possession of the Premises, Lender will not be required to continuously operate the Premises, **provided** that Lender is at all times using reasonable diligence to obtain a new Lessee to operate the Premises and Lender is otherwise in compliance with the terms of the Lease.

(c) If Lender or any Purchaser becomes the Lessee under the Lease, (i) the Lender or such Purchaser shall be deemed to have assumed all of Lessee's rights and obligations under the Lease which are reasonably susceptible to being performed by such party; and (ii) the Premises may only be used for the purposes described in the Lease.

(d) For the avoidance of doubt, nothing in this Section 6 or otherwise in this Agreement shall be deemed to eliminate or reduce the conditions precedent applicable to, or obligations of, a lessee under the Lease.

7. Lessor's Rights. Lender shall send Lessor a copy of any notice of default Lender gives to Lessee under the Leasehold Deed of Trust (each, a "**Loan Default Notice**") at the same time Lender gives such Loan Default Notice to Lessee, as required by Section 7.3 of the Lease, and Lessor may, at its sole option, cure any Lessee default within the time periods provided under the Loan Documents. Lender's failure to deliver a Loan Default Notice to Lessor shall not result in or constitute an event of default under this Agreement, but shall extend the date for cure by Lessor by the same number of days by which such Loan Default Notice to Lessor is delayed.

8. Lien Subordination. Lessor hereby subordinates to Lender any and all liens, claims, demands or rights, however arising, including without limitation the right to levy, sue, execute or sell for unpaid rent, which Lessor now has or may hereafter acquire with respect to any Collateral, and all additions, replacements and substitutions therefor, and all of the proceeds thereof.

9. Notices.

(a) Addresses. All notices, demands, requests, directions or other communications (collectively, "**Notices**") required or expressly authorized to be made pursuant to this Agreement will be written and addressed (i) if to Lessor to the address set forth for Lessor on the Agreement

signature page or such other address as shall be notified in writing to Lender after the date hereof; (ii) if to Lender, at the address set forth for Lender on the Agreement signature page or such other address as shall be notified in writing to Lender after the date hereof; and (iii) if to Lessee at the address set forth for Lessee on the Agreement signature page or such other address as shall be notified in writing to Lessor and Lender after the date hereof. Notices may be given by hand delivery; by overnight delivery service, freight prepaid; or by US mail, postage paid.

(b) Effectiveness. Notices given as described above shall be effective and be deemed to have been received (i) upon personal delivery to a responsible individual at the address of the recipient, if the Notice is given by hand delivery; (ii) one business day after delivery to an overnight delivery service, if notice is given by overnight delivery service; and (iii) two business days following deposit in US mail, if notice is given by US mail.

10. General Provisions.

(a) No Effect on Documents. Except as specifically set forth in this Agreement, nothing contained in this Agreement shall have any effect whatsoever on: (i) the Lease or any document related thereto or executed in connection therewith; or (ii) the obligations of Lessee under the Lease or any other document executed by and between Lessee and Lessor, whether or not related to the Premises.

(b) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

(c) Controlling Law. This Agreement is made and entered into under, and shall be construed according to, the laws of the State and the jurisdiction where the Premises are located, but giving effect to federal laws applicable to national banks, without reference to the conflicts of law or choice of law principles thereof.

(d) No Recording. Except at the option or direction of Lender in Lender's sole and absolute discretion, neither this Agreement nor any memorandum or excerpt hereof may be recorded.

(e) Inconsistent Provisions. If any of the provisions, terms, and conditions hereof are ambiguous or inconsistent, or conflict with any of the terms and provisions of the Lease, the provisions, terms, and conditions of this Agreement shall control.

(f) Execution and Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

(g) No Merger. If fee title to the Premises and the leasehold estate of Lessee pursuant to the Lease are held by the same person, such interest shall not merge but shall remain separate and distinct.

(h) Entire Agreement. This Agreement embodies the entire agreement of the parties and supersedes all prior agreements and understandings, oral or written, relating to the subject matter hereof. Lessor and Lessee acknowledge and affirm that Lessor or Lessee, as the case may be, did not rely on any statement, oral or written, not contained in this Agreement in making its decisions to enter into this Agreement.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LESSOR:**  
NAPA COUNTY

By: \_\_\_\_\_  
Printed Name: ANNE COTTRELL,  
Chair of the Board of Supervisors

Address for Notices:

Director of Public Works/Director of Aviation  
Napa County Department of Public Works  
1195 Third Street, Suite 101  
Napa, CA 94559

|                                                                                                                                                                |                                                                                                                                      |                                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|
| <p>APPROVED AS TO FORM<br/>Office of County Counsel</p> <p>By: Sabrina S. Wolfson<br/>Deputy County Counsel</p> <p>Date: October 1, 2025<br/>PL No. 139976</p> | <p>APPROVED BY THE NAPA COUNTY<br/>BOARD OF SUPERVISORS</p> <p>Date: _____<br/>Processed By: _____<br/>Deputy Clerk of the Board</p> | <p>ATTEST: _____<br/>Clerk of the Board of Supervisors</p> <p>By: _____</p> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|

#### ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LESSEE:**  
SKYSERVICEUS CALIFORNIA LLC

By: \_\_\_\_\_  
Printed Name: Ty Dubay  
Its: Authorized Signatory

Address for Notices:

c/o Leading Edge Jet Center  
PO Box 753  
Mount Pleasant, SC 29465  
Attn: Ben Murray, President and CEO  
Qi Tang, Chief Financial Officer

#### ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of Ohio )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared Ty Dubay, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

IN WITNESS WHEREOF, this Lessor Consent to Leasehold Deed of Trust has been executed by the parties as of the day and year first above written.

**LENDER:**  
ROYAL BANK OF CANADA

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Address for Notices:

885 West Georgia Street  
Vancouver, BC V6C 2G2  
Attn: David Rafferty

#### ACKNOWLEDGMENT

**A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ )

On \_\_\_\_\_ before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same  
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the  
foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**EXHIBIT A**  
**LEGAL DESCRIPTION**

[To be inserted.]

## **EXHIBIT B**

### **LEASE DESCRIPTION**

Ground Lease, License, and Operating Agreement – Napa County Agreement No. 230234B dated December 13, 2022 by and between Napa County, a political subdivision of the State of California, as lessor, and SkyserviceUS California LLC, a Delaware limited liability company, as lessee, as amended by Amendment No. 1 of Napa County Agreement No. 230234B dated March 21, 2023, as amended by Second Amendment to Napa County Agreement No. 230234B dated June 25, 2024, as amended by Amendment No. 3 to Ground Lease, License, and Operating Agreement dated as of the date hereof.