This instrument prepared by and: after recording return to:

Baker Botts L.L.P.
2001 Ross Avenue, Suite 900
Dallas, Texas 75201
Attention: Jeremy M. Gott

Space Above For Recorder's Use Only

ASSIGNMENT AND ASSUMPTION OF GROUND LEASES

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASES (this "Assignment") is made and entered into as of this [____] day of July, 2026 (the "Effective Date"), 2080 AIRPORT DRIVE, LLC, a Texas limited liability company ("Assignor"), whose address is 621 N. Robinson Avenue, Suite 550 Oklahoma City, Oklahoma 73102, and BERRY AVIATION, INC., a Texas corporation ("Assignee"), whose address is 1807 Airport Drive San Marcos, Texas 78666.

RECITALS:

WHEREAS, Assignor and the City of San Marcos, a municipal corporation of the State of Texas ("Lessor"), are parties to (i) that certain Commercial Aviation Ground Lease Agreement dated May 21, 2024, as amended by that certain First Amendment to Commercial Aviation Ground Lease Agreement dated July [___], 2026 (as amended, the "Hangar Ground Lease"), and (ii) that certain Commercial Aviation Ground Lease Agreement for Above Ground Fuel Storage Facility dated May 21, 2024 (the "Fuel Tank Ground Lease" and together with the Hangar Ground Lease, collectively, the "Ground Leases"). The Ground Leases encumber that certain real property located in the City of San Marcos, Texas, as more particularly described in the Ground Leases (the "Leased Premises") and described on Exhibit A attached hereto.

WHEREAS, Assignee as sublessee, has been possessing, occupying and controlling the Leased Premises since October 1, 2019 and is currently Sublessee under that certain (i) Sublease Agreement with respect to the Hangar Ground Lease, as amended by that certain First Amendment to Sublease Agreement (as amended, the "Hangar Sublease"), and that certain Sublease Agreement with respect to the Fuel Tank Ground Lease ("Fuel Tank Sublease" and, together with the Hangar Sublease, collectively, the "Subleases"), each executed effective as of May 21, 2024, between Assignor, as Sublessor, and Assignee, as Sublessee (collectively, the "Subleases"), which Subleases were approved by Lessor as evidenced in Exhibit C thereto.

WHEREAS, pursuant to Section 22 of the Subleases, Assignee has exercised its purchase option to purchase Assignor's leasehold interest in the Ground Leases and all of Assignor's right, title and interest in and to all improvements located thereon and has paid to Assignor the Purchase Price (as defined in the Subleases) therefor (the "Leasehold Purchase and Sale").

WHEREAS, in connection with the Leasehold Purchase and Sale, Assignor desires to: (a) assign all of its right, title and interest as lessee under the Ground Leases and the tenant's leasehold interest created thereby to Assignee; and (b) transfer, convey and assign all of its right, title and interest in all buildings, improvements and fixtures now or hereafter located on the Leased Premises and owned by Assignor or its affiliates (the "Improvements"), and Assignee is willing to accept the assignment and transfer and assume all of the obligations of lessee under the Ground Leases first accruing and relating to the period from and after the Effective Date under the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are hereby acknowledged and incorporated into the text of this Assignment as if fully set forth herein.

2. Assignment. Assignor shall and does hereby transfer and assign to Assignee, without reservation, subject to all matters of record and effective as of the Effective Date, all of Assignor's rights, title and interests (i) in and under the Ground Leases and any other documents relating to or given in connection with or pursuant to the Ground Leases; and (ii) in and to the Improvements, subject to the City's rights in respect of such Improvements upon the expiration of the term of the Ground Leases as set forth in Article 4 thereof.

3. Assumption. Assignee accepts the foregoing assignments and transfers and assumes all of the rights, duties and obligations of lessee under or by virtue of the Ground Leases arising from and after the Effective Date. **ASSIGNEE HEREBY ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT IT HAS HAD AN OPPORTUNITY TO REVIEW AND INSPECT THE GROUND LEASES, THE LEASED PREMISES AND IMPROVEMENTS THEREON AND ANY AND ALL RIGHTS OF USE, POSSESSION AND OCCUPANCY OF THE LEASED PREMISES AND THE IMPROVEMENTS APPERTUNANT THEREWITH ARE BEING CONVEYED AND ASSIGNED TO ASSIGNEE IN THEIR "AS IS, WHERE IS" CONDITION AND WITH ALL FAULTS, WITHOUT ANY REPRESENTATIONS OR WARRANTIES BY ASSIGNOR WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, EXCEPT AS MAY BE EXPRESSELY SET FORTH IN THIS ASSIGNMENT.**

4. Representations and Warranties of Assignor. Assignor hereby represents and warrants to Assignee that (a) the Ground Leases have not been modified or amended and are in full force and effect, (b) Assignor is not, and to Assignor's knowledge, no other party to the Ground Leases is, in breach or default in any material respect, with or without the giving of notice or lapse of time, under the Ground Leases, nor has Assignor received or provided any notices of default

under the Ground Leases, and (c) Assignor has received the Purchase Price set forth in Section 22(a) of the Subleases.

5. Termination of Subleases; Mutual Release. The Subleases are hereby terminated, effective as of the Effective Date, and Assignor and Assignee each release and forever relinquish and discharge all claims, demands, debts, liabilities, actions, lawsuits, causes of action, damages, compensation, obligations, attorneys' fees, costs or expenses of any kind, nature, character or description whatsoever, whether known or unknown, that may exist or may have existed between the parties from the beginning of time through the Effective Date ("Claims"), against each other which in any way arise out of the Subleases, either directly or indirectly, or incidental thereto, including, without limitation, (a) any alleged Claim that any party hereto has failed to timely perform any obligations it might have had under the Subleases prior to the execution of this Assignment, (b) payment of rent, utilities, insurance, real estate taxes, or any other amounts owed or to be owed by Assignee under the Subleases, and (c) any liquidated damages, late fees, interest, costs, or attorneys' fees allowable under the Subleases. This Assignment shall fully and finally settle any and all Claims arising out of, or in connection with, the Subleases and, further, this Assignment constitutes a mutual release by and between Assignor and Assignee with respect to the Subleases. Assignor and Assignee covenant and agree never to commence, voluntarily aid in any way, prosecute or cause to be commenced or prosecuted against the other party any action or other proceeding based upon or in furtherance of any Claim of any person or entity whatsoever related to the above. The mutual release described in this Section 5 shall not apply to (i) Assignor and Assignee's rights, duties, obligations, conditions, covenants and promises arising from this Assignment, or (ii) the indemnification obligations of the parties under Section 6 hereof.

6. Indemnification. Assignee shall defend, indemnify and hold harmless Assignor and its members, employees, representatives, affiliates, successors and assigns from and against any and all claims asserted against or incurred by Assignor in connection with any acts or omissions by Assignee, arising on or after the Effective Date, with respect to the Ground Leases assumed by Assignee and the Improvements assigned to Assignee hereunder. Assignor shall defend, indemnify and hold harmless Assignee and its shareholders, directors, officers, employees, representatives, affiliates, successors and assigns from and against any and all claims asserted against or incurred by Assignee in connection with any acts or omissions by Assignor, arising during Assignor's ownership of the leasehold estate under the Ground Leases before the Effective Date, with respect to the Ground Leases assumed by Assignee and the Improvements assigned to Assignee hereunder.

7. Successors and Assigns. This Assignment and the obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto, their respective legal representatives, successors and assigns.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Texas.

9. Counterparts. This Assignment may be executed in counterparts, each of which when executed and delivered to the other party (or to the other party's legal counsel) will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

10. Effectiveness. This Assignment shall not be effective until this Assignment has been duly executed by Assignor and Assignee and the Lessor has given its consent by duly executing the Consent of Lessor attached hereto.

11. Authority and Execution. Each person executing this Assignment on behalf of a party represents and warrants that such person is duly and validly authorized to do so, has full right and authority to enter into this Assignment and all of its obligations hereunder.

12. Entire Agreement. This Assignment constitutes and contains the entire agreement of the parties with respect to the subject matter hereof and thereof, and supersedes any and all other prior negotiations, correspondence, understandings, and agreements respecting the subject matter hereof and thereof. This Assignment may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, modification, extension, or discharge is sought.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Ground Leases as of the Effective Date.

ASSIGNOR:

2080 AIRPORT DRIVE, LLC,
a Texas limited liability company

By: _____
Name: Rick Nagel
Title: Chief Executive Officer

THE STATE OF OKLAHOMA §
§
COUNTY OF OKLAHOMA §

This instrument was acknowledged before me this _____ day of July, 2026, by _____ the _____ of 2080 Airport Drive, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
NOTARY PUBLIC

My Commission Expires: _____

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

ASSIGNEE:

BERRY AVIATION, INC.,
a Texas corporation

By:_____
Name: Darryl Wilkerson
Title: Chief Executive Officer

THE STATE OF TEXAS §
§
COUNTY OF HAYS §

This instrument was acknowledged before me this _____ day of July, 2026, by _____ the _____ of Berry Aviation, Inc., a Texas corporation, on behalf of said corporation.

_____
NOTARY PUBLIC

My Commission Expires:_____

CONSENT OF LESSOR

The undersigned, Lessor, does hereby consent to the foregoing Assignment and Assumption of Ground Leases.

IN WITNESS WHEREOF, Lessor represents and warrants that as of the ____ day of July, 2026, the Ground Leases have not been modified and are in full force and effect, there are no defaults existing under the Ground Leases and all amounts required to be paid under the Ground Leases with respect to the period on or prior to the Effective Date have been paid.

LESSOR:

CITY OF SAN MARCOS, TEXAS

By:_____
Name:_____
Title:_____

EXHIBIT A

Legal Description

Hangar Tract

BEING 2.643 AGRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILLIAM PETTUS TWO LEAGUE GRANT, IN CALDWELL COUNTY, TEXAS AND BEING A PART OF A CALLED 42.47 ACRE TRACT DESCRIBED IN DEED WITHOUT WARRANTY TO THE CITY OF SAN MARCOS RECORDED IN VOLUME 77, PAGE 628 IN DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T,) AND RECORDED IN VOLUME 856, PAGE 127 OF THE DEED RECORDS OF HAYS COUNTY, TEXAS (D.R.H.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a found 100D nail in the west end of a curve on the south line of said 42.47 acre tract,

THENCE North 87°21'56” East 103.19 feet with the south line of said 42.47 acre tract to a calculated point:

THENCE North 02°24'10” West 24.01 feet through said 42.47 acre tract to a calculated point at the southwest corner of said 2.643 acre tract for the POINT OF BEGINNING;

THENCE North 02°24’10" West 372.56 feet through said 42.47 acre tract to a calculated point at the northwest corner of said 2.643 acre tract;

THENCE North 87°35'50" East 309.00 feet through said 42.47 acre tract to a calculated point at the northeast corner of said 2.643 acre tract from which Airport monument RAB2767 bears North 21°39'05” East 1038.18 feet;

THENCE South 62°24'10” East 372.56 feet through said 42.47 acre tract to a calculated point at the southeast corner of said 2.643 acre tract:

THENCE South 87°35'50” West 309.00 feet through said 42.47 acre tract to the POINT OF BEGINNING.

Fuel Tank Tract

BEING 0.0327 ACRES OF LAND, SURVEYED BY LANDESIGN SERVICES, INC., OUT OF THE WILLIAM PETTUS TWO LEAGUE GRANT, IN CALDWELL COUNTY, TEXAS AND BEING A PART OF A CALLED 1.203 ACRE TRACT DESCRIBED IN AMENDMENT TO INDENTURE TO THE CITY OF SAN MARCOS RECORDED IN VOLUME 372, PAGE 217 IN DEED RECORDS OF CALDWELL COUNTY, TEXAS (D.R.C.C.T.); AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a calculated point at an angle point in the south fine of said 1.203 acre tract;

THENCE North 39°36'44" West 53.21 feet with the south line of said 1.203 acre tract to a calculated point:

THENCE North 50°23'56” East 4 1.70 fest through said 1.203 acre tract to a calculated point at the southwest corner of said 0.0327 acre tract for the POINT OF BEGINNING;

THENCE North 39°36'04" West 43.15 feet through said 7.203 acre tract to a calculated point at the northwest comer of said 0.0327 acre tract:

THENCE North 50°23°56” East 33.00 feet through said 1.203 acre tract to a calculated point at the northeast corner of said 0.0327 acre tract;

THENCE South 39°36'04” East 43.15 feet through said 1.203 acre tract to a calculated point at the southeast corer of said 0.0327 acre tract from which Airport monument RAB27687 bears North 68°14'29”" East 3818.42 feet:

THENCE South 50°23'56” West 33.00 feet through said 1.203 acre tract to the POINT OF BEGINNING.