

### Amendment to Aircraft Purchase Agreement

This Amendment ("*Amendment*") to the Aircraft Purchase Agreement (the "*Agreement*") dated as of October 12, 2024, by and between Camelback Consultants, LLC and Catalina Wine Mixer, LLC (collectively, "*Seller*"), and Barquin Gomez, Luis Eusebio ("*Purchaser*"), is entered into as of the 12 day of November, 2024. The Purchaser and Seller are collectively referred to as the "*Parties*."

**WHEREAS**, the Parties entered into the Agreement for the purchase and sale of one Raytheon Aircraft Company Model 390 aircraft bearing U.S. registration number N3K and serial number RB-218 (the "*Aircraft*");

**WHEREAS**, the Parties now desire to amend certain terms of the Agreement to reflect an adjusted purchase price, the establishment of a holdback for specific airworthiness matters, and to clarify obligations concerning inspections and responsibilities after Closing;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amended Purchase Price.** The original Purchase Price of One Million Eight Hundred Seventy-Five Thousand Dollars (\$1,875,000.00 USD) is hereby amended and reduced by Forty-Nine Thousand and Two Dollars (\$49,002.00 USD), resulting in a revised Purchase Price of One Million Eight Hundred Twenty-Five Thousand Nine Hundred Ninety-Eight Dollars (\$1,825,998.00 USD). This reduction in the Purchase Price represents the Parties' mutually agreed allocation of funds to cover the cost of addressing those discrepancies itemized in the discrepancy list previously provided to the Purchaser. Purchaser expressly acknowledges and agrees that this reduction constitutes full and final consideration for all existing discrepancies as detailed in the aforementioned list, and Purchaser shall assume responsibility for correcting said discrepancies at Purchaser's sole expense, up to the amount of the Purchase Price reduction.
2. **Holdback for Airworthiness Discrepancies.** In addition to the aforementioned Purchase Price reduction, the Parties agree that an amount of Fifty Thousand Dollars (\$50,000.00 USD) (the "Holdback Amount") shall be held in escrow from the Closing Date and remain in escrow until such time as the Aircraft is returned to service by Wichita Aerospace. The Holdback Amount is specifically reserved and designated to cover the cost of any airworthy discrepancies discovered following Closing that are in addition to those discrepancies accounted for in the Purchase Price reduction specified in Section 1.

For purposes of this Amendment, "airworthy discrepancies" shall be strictly defined as those conditions, defects, or issues that preclude the Aircraft from meeting FAA airworthiness standards and that necessitate expenditures for parts and/or labor required to restore the Aircraft to an airworthy condition as defined by said standards. This definition shall also explicitly include any costs or actions required if the Landing Gear Valve is not accepted on exchange. All such discrepancies and associated costs shall be fully documented by Wichita Aerospace in the form of itemized records detailing the nature of each discrepancy and the corresponding costs of rectification.

The Holdback Amount shall constitute the full and final limit of Seller's financial obligation to cover any and all airworthy discrepancies identified post-Closing and during the period from Closing to return to service by Wichita Aerospace. Should the Aircraft be returned to service by Wichita Aerospace without exhausting the full Holdback Amount, any remaining balance shall be promptly released from escrow and remitted to the Seller. Conversely, if the Holdback Amount is fully expended, Seller shall bear no further financial or other obligations with respect to any additional airworthiness discrepancies, whether subsequently identified or pre-existing but undocumented.

3. **Prohibition on Additional Inspections.** No further inspections, assessments, or evaluations of the Aircraft shall be required or permitted, whether prior to or subsequent to the Closing, beyond those previously

agreed upon and documented in the Agreement. The Purchaser hereby acknowledges and agrees that all inspections, excepting those specified in the original Agreement, are expressly waived.

4. **Scheduled Closing Date.** The Parties intend for the Closing to occur on or around November 19, 2024. Both Parties agree to cooperate in good faith to ensure Closing is completed by this date, subject to the fulfillment of all other conditions precedent as specified within the Agreement.
5. **Seller's Post-Closing Obligations Limited to Holdback.** Following the Closing, the Seller shall have no further obligations, liabilities, or responsibilities to the Purchaser with respect to the Aircraft, except as expressly stated in this Amendment concerning the Holdback Amount. The Purchaser acknowledges that, other than the obligations specific to the Holdback Amount, the Seller's responsibilities are fully and finally discharged upon Closing.
6. **Technical Acceptance by Purchaser.** By executing this Amendment, the Purchaser acknowledges and accepts the Aircraft's condition, subject only to the rectification of airworthy discrepancies as defined in Section 2 of this Amendment. This Amendment shall constitute Purchaser's full and final technical acceptance of the Aircraft.

**Entire Agreement:** Except as amended herein, all terms and conditions of the Agreement remain in full force and effect. This Amendment, together with the Agreement, constitutes the entire understanding and agreement of the Parties with respect to the Aircraft, superseding all prior or contemporaneous negotiations, agreements, or understandings, whether oral or written.

**Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or electronic signatures shall be considered as valid and binding as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first above written.

SELLER:

Camelback Consultants, LLC

By: 

Name: Tom Hatten

Title: Manager


PURCHASER:

Barquin Gomez, Luis Eusebio

By: 

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Catalina Wine Mixer, LLC

By: 

Name: James Ransco II

Title: Partner