

May 6, 2025

Mr. Bryan Wullner (Client)

This letter agreement (“Agreement”) sets forth the terms and conditions under which the Client engages ACE Aircraft Sales, LLC, an Arizona corporation (“ACE Aircraft Sales”) to provide buyer’s exclusive brokering services in connection with Client’s potential acquisition of a Gulfstream G650ER (“Aircraft”).

1. ACE Aircraft Sales shall provide Client with the usual and customary buyer’s brokerage services relative to Client’s acquisition of the Aircraft, including without limitation assistance in the negotiation of a purchase agreement for the Aircraft and assistance in connection with the closing of the Aircraft purchase.

2. If Client purchases an Aircraft, ACE Aircraft Sales shall be entitled to a brokerage fee based on the registration of the Aircraft, calculated as follows: 1.25% of the final purchase price for domestically registered aircraft and 1.5% of the final purchase price for internationally registered aircraft (“Brokerage Fee”). From the total Brokerage Fee, 0.5% shall be allocated to Privion as a referral fee. The Brokerage Fee shall be the sole compensation paid to ACE Aircraft Sales, except for reimbursement of any documented travel costs for any ACE Aircraft Sales personnel. The Brokerage Fee shall be paid only if Client successfully closes on the acquisition of the Aircraft.

3. Payment will be made to ACE Aircraft Sales concurrently with the final sale closing of the Aircraft by the Escrow Agent. If the acquisition fails to close for any reason or is rescinded by Client, ACE Aircraft Sales shall have no claim against Client for any Brokerage Fee, except that Client shall reimburse ACE Aircraft Sales for any documented travel costs of any ACE Aircraft Sales personnel for a prospective Aircraft purchase.

4. ACE Aircraft Sales acknowledges that this Agreement establishes a relationship of confidence and trust between Client and ACE Aircraft Sales. ACE Aircraft Sales’s obligations hereunder are to Client and not to any other person or entity whatsoever.

5. Each party (“the Indemnifying Party”) agrees to fully indemnify, defend and hold harmless the other party and its agents, employees, officers, directors, members, stockholders and related companies (the “Indemnified Party”) from and against any claim, suit or proceeding and any damages, liability or other expenses (including but not limited to reasonable attorneys’ fees and court costs) which arise out of or result from the negligence or intentional misconduct of or violation of the terms of this Agreement by the Indemnifying Party or its agents, employees, officers, directors, members, stockholders or related companies, or their successors or assigns. Such obligation shall not be construed to negate, or abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist in favor of the Indemnified Party. The Indemnifying Party’s obligations under this section are subject to the following conditions and obligations of the Indemnified Party: (a) the Indemnified Party agrees to notify the Indemnifying Party in writing immediately upon knowledge of any claim, suit, action, or proceeding for which it may be entitled to indemnification under the Agreements; (b) the Indemnified Party shall permit the Indemnifying Party to control the defense and settlement of any such claim; (c) the Indemnified Party agrees to provide reasonable assistance to the Indemnifying Party, at the Indemnifying Party’s expense, in the defense of same; and (d) the Indemnified Party will not enter into any settlement agreement or otherwise settle any such claim without the Indemnifying Party’s express prior written consent or request.

6. All information that is not available in the public domain regarding the Aircraft provided to Client shall be treated in confidence by both ACE Aircraft Sales and Client and will not be disclosed to any third parties with the exception of professional advisors (for example, accountants, lawyers, appraisers, aircraft technicians, aircraft inspectors, etc.) who may be used in connection with the acquisition, provided that Client’s foregoing obligation of confidentiality shall terminate upon Client’s acquisition of the Aircraft, and ACE Aircraft Sales’s foregoing obligation of confidentiality shall terminate eighteen months after execution of this Agreement.

7. The rule of construction that ambiguities of a contract should be resolved against the party which caused the contract to be drafted shall have no application in the construction or interpretation of this Agreement or any clause or provision hereof.

8. This Agreement sets forth the entire understanding between the parties and supersedes all prior agreements, arrangements and communications, whether oral or written. This Agreement shall not be modified or amended except by written agreement of both parties.

9. Any dispute or claim arising out of or relating to this Agreement shall be governed by the laws of the State of Arizona, without giving effect to its conflicts of law principles. The parties consent to the exclusive jurisdiction of Maricopa County in Phoenix, Arizona for the purpose of all legal actions and proceedings arising out of or relating to this Agreement.

10. This Agreement will remain in full force and effect for a period of twelve (12) months from the date this Agreement is signed by both parties, provided that Client may terminate this Agreement at any time prior to acquisition of the Aircraft “with cause”, as herein defined, effective immediately upon delivery of written notice to ACE Aircraft Sales. Upon receipt of Client’s written notification of termination for cause, ACE Aircraft Sales shall immediately cease all activities pursuant to this Agreement or otherwise on behalf of Client, and all rights to the Brokerage Fee shall immediately and forever be terminated. For purposes of this Agreement, “with cause” constitutes any of the following acts or omissions by ACE Aircraft Sales: (i) intentional material misrepresentations, (ii) gross negligence, or (iii) willful misconduct.

11. ACE Aircraft Sales is acting as an independent contractor and nothing contained in this Agreement or in this relationship between Client and ACE Aircraft Sales shall be deemed to constitute a partnership, joint venture, or any other relationship between Client and ACE Aircraft Sales except as expressly provided for and set forth in this Agreement. ACE Aircraft Sales’s authority is limited to performing the services identified above in Section 1 in accordance with the terms of this Agreement. ACE Aircraft Sales does not have any authority to execute any agreement for or on behalf of Client, absent Client’s express prior written authorization.

12. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

13. Every notice which may be or is required to be given under this Agreement must be in writing and must either be served personally, sent electronically via email, or sent by either expedited courier or mail service providing proof of receipt, such as Federal Express or by United States Certified or Registered Mail, postage prepaid, return receipt requested, and must be addressed to the notice address appearing below the signature block of this Agreement. Either party may designate, by written notice to the other party, any other address for such purposes.

14. This Agreement will be binding upon and inure to the benefit of the respective permitted successors and assigns of the parties.

15. None of the rights, interests or obligations created by this Agreement may be assigned by either party except with the prior written consent of the other party.

16. This Agreement may be executed in counterparts. Such counterpart documents, when taken together, will constitute one and the same instrument. A PDF document with signature sent via email or facsimile signature on any counterpart will be deemed an original for all purposes.

17. The remedies afforded a non-breaching party are cumulative and in addition to all other rights in law, equity or otherwise.

\* \* \* ***Signature Page Follows*** \* \* \*

**IN WITNESS WHEREOF**, the undersigned parties have caused this Agreement to be executed, delivered and effective as of the date first above written.

**Privion**

By: Bryan Wullner

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address for notices:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ACE Aircraft Sales, LLC**

By: Douglas Young

Title: President

Address for notices:

15010 N. 78th Way, Suite 204

Scottsdale, AZ 85260

Attn: Douglas Young

Email: dy@aceaircraftsales.com