

## Exhibit A

### Fixed Base Operator Subcontract and Sublease Consent Agreement

THIS FIXED BASE OPERATOR SUBCONTRACT AND SUBLEASE CONSENT AGREEMENT (“Agreement”), is entered by and between the City of Burnet, a Texas home rule municipality (“City”), and Crosby Flying Services LLC, a Texas limited liability company, (“Crosby”) and C3 Air Works, a subsidiary of C3 Air, a Texas limited liability company (“C3 Air Works”).

#### Recitals

WHEREAS, the City operates Burnet Municipal Airport (“Airport”); and

WHEREAS, for the convenience of Airport users the City entered into that certain FIXED BASE OPERATOR MASTER, HANGAR LEASE AND OPERATING AGREEMENT (“FBO Agreement”) with Crosby, as approved by City of Burnet, City Council Resolution No. R2022-83, on December 13, 2022; and

WHEREAS, the FBO Agreement is due to expire on January 1, 2026; and

WHEREAS, pursuant to the FBO Agreement, Crosby agreed to, inter alia, provide Maintenance, repair and service of aircraft, with inspection authority; and

WHEREAS, pursuant to the FBO Agreement, Crosby leased the FBO Hangar, as defined in the FBO Agreement, from the City; and

WHEREAS, Crosby utilizes a portion of the FBO Hangar to provide Piston Engine Airplane Maintenance Services; and

WHEREAS, Crosby and C3 Air Works have requested the City’s consent to allow C3 Air Works to subcontract the performance of Piston Engine Airplane Maintenance Services obligations, and sublet a portion of the Premises to perform such services; and

WHEREAS, the City deems it appropriate to memorialize the conditions under which its consent may be given.

NOW THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency is hereby acknowledged, agree as follows:

- (1) Piston Engine Airplane Maintenance Service.** By execution of this Fixed Base Operator Subcontract and Sublease Consent Agreement, City and Crosby acknowledge that Section 4.01(8) of the FBO Agreement, requiring “Maintenance, repair and service of aircraft, with inspection authority; and” was intended to reflect Crosby’s commitment to perform Piston Engine Airplane Maintenance Services.
- (2) Subcontracting.** City consents to the subcontracting of Crosby’s contractual obligation to provide Piston Engine Airplane Maintenance Services at the Burnet Municipal Airport to C3 Air Works, subject to the following:
  - (a) Crosby and C3 Air Works shall at all times comply with all obligations, covenants, and requirements of this Agreement;
  - (b) C3 Air Works, in performing subcontracting services, shall at all times comply with all obligations, covenants, and requirements of the FBO Agreement, relating to

Maintenance, repair and service of aircraft, with inspection authority, further defined herein as Piston Engine Airplane Maintenance Services; and

- (c) Should C3 Air Works fail to provide Piston Engine Airplane Maintenance Services, Crosby shall, within thirty (30) business days, reassume such responsibility, and the subcontract with C3 Air Works shall terminate; and
  - (d) City's consent under this Agreement is limited to consent for C3 Air Works to provide Piston Engine Airplane Maintenance Services only; and Crosby shall continue to provide all other services required under the FBO Agreement.
- (3) **Subletting.** City consents to the subletting of only a portion of the FBO Hangar limited to approximately 5,000 square feet of hangar space and related office space necessary to perform Piston Engine Airplane Maintenance Services ("Sublet Area"). In no event shall Crosby sublet the entire FBO Hangar or those portions of the FBO Hangar currently utilized to provide FBO services to the public, including the pilot's lounge, and the reception area. Such subletting shall be subject to the following:
- (a) C3 Air Works may only use the Sublet Area for the provision of Piston Engine Airplane Maintenance Services and for no other purpose; and
  - (b) Crosby and C3 Air Works shall, at all times, be in full compliance with the requirements of subsection (1) immediately above; and
  - (c) Should the City withdraw consent to for Crosby to subcontract pursuant to subsection (1)(c), immediately above, and require Crosby to resume Piston Engine Airplane Maintenance Services, the sublease between Crosby and C3 Air Works shall be terminated with immediate effect.
- (4) **Crosby's additional covenants.** Crosby acknowledges, covenants and agrees as follows:
- (a) As to Crosby all provisions of the FBO Agreement remain in full force and effect; and
  - (b) Nothing in this Agreement impairs Crosby's obligations under the FBO Agreement, including Crosby's obligation to provide Piston Engine Airplane Maintenance Services at the Airport; and
  - (c) Should C3 Air Works fail to perform such services at the level acceptable by the City, Crosby shall resume providing such services.
- (5) **C3 Air Works' additional covenants.** C3 Air Works acknowledges, covenants and agrees as follows:
- (a) C3 Air Works has had the opportunity to review the FBO Agreement and to consult with an attorney, as to its legal ramifications; and
  - (b) C3 Air Works agrees to indemnify and hold harmless the City in accordance with Article III (entitled "General") Section (18) (entitled "Indemnification") of the FBO Agreement, such Article and Section are incorporated herein for all purposes;
  - (c) Except as may be waived or modified by the City Manager, in writing, C3 Air Works agrees to comply with the insurance requirements set forth in Article III (entitled "General") Section (19) (entitled "Insurance") of the FBO Agreement as applicable for their operation as a Piston Engine Airplane Maintenance Service, such Article and Section incorporated herein for all purposes. C3 Air Works shall not be required to provide insurance related to fueling services, which are not authorized under this Agreement. For the purposes of this section, C3 Air Works

may satisfy this requirement by being listed as an additionally insured on Crosby's insurance policies; and

- (d) C3 Air Works shall perform Piston Engine Airplane Maintenance Service at the Airport at the same level, or higher level, than currently performed by Crosby.

(6) Miscellaneous.

- (a) For convenience of the Parties, the term Piston Engine Airplane Maintenance Service is defined in this Agreement as the routine maintenance, scheduled inspections, overhauling, troubleshooting and repair, engine monitoring and analysis and engine rebuilding/remanufacturing/replacement of piston engines and general maintenance of aircraft that are powered by piston engines including but not limited to avionics and annual inspections. In the enforcement of this Agreement, this definition shall prevail.
- (b) Crosby and C3 Air Works may have other agreements addressing the subject matter addressed in this Agreement; however, should there be a conflict between any agreement between Crosby and C3 Air Works and this Agreement, as to effect of such conflict on the City, this Agreement shall prevail.
- (c) Notice to City or Crosby shall be addressed as provided in the FBO Agreement. Notice to C3 Air Works can be made in the manner prescribed in Article III (entitled "General") Section (24) (entitled "Notice") to:

C3 Air Works  
Att: Tres Clinton  
2302 South Water Street  
Burnet, Texas 78611  
(830)385-6774

- (d) The purpose of this Agreement is to supplement the FBO Agreement with a memorialization of the terms and conditions by which the City gives it consent to the subcontracting and subletting contemplated herein. This Agreement shall be construed in harmony with the FBO Agreement; in a manner that affords Airport users the highest level of service reasonably possible.
- (e) This Agreement shall be Effective as of July 8, 2025.

IN WITNESS WHEREOF, each Party has caused this instrument to be executed in its name and behalf by its duly authorized representative as of the date shown opposite their respective signatures below.

**CITY OF BURNET**, a Texas home rule municipality

By \_\_\_\_\_ Date: \_\_\_\_\_  
David Vaughn, City Manager

Attest:

FBO Subcontract

By \_\_\_\_\_  
Maria Gonzales, City Secretary

CROSBY FLYING SERVICES LLC, a limited liability company formed in the State of Texas

By \_\_\_\_\_ Date: \_\_\_\_\_  
Coley Means, Manager

C3 Air Works, a subsidiary of C3 Air, a limited liability company formed in the State of Texas

By \_\_\_\_\_ Date: \_\_\_\_\_  
Tres Clinton, Manager