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Florida Department of State
Division of Corporations
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To:

Division of Corporations
Fax Number : (850) 617-6383

From:

Account Name : CAPITOL SERVICES, INC.
Account Number : 120160000017
Phone : (855) 498-5500
Fax Number : (800) 432-3622

2021 NOV 12 PM 12:24

TALLAHASSEE, FLORIDA

TALLAHASSEE, FLORIDA

2021 NOV 12 PM 5:17

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****Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.****

Email Address: _____

Foreign Limited Liability Company SUNCOAST LANDING SYSTEMS, LLC

****NAME CONSENT ATTACHED****

Certificate of Status	0
Certified Copy	0
Page Count	07
Estimated Charge	\$125.00

K. SALLY
NOV 15 2021

H21000419612

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 605.0902, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. SUNCOAST LANDING SYSTEMS, LLC

(Name of Foreign Limited Liability Company; must include "Limited Liability Company," "LLC," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida. The alternate name must include "Limited Liability Company," "LLC," or "LLC.")

2. DELAWARE

(Jurisdiction under the law of which foreign limited liability company is organized)

3. 87-2631270

(FBI number, if applicable)

4. 11/10/2021

(Date first transacted business in Florida, if prior to registration.)
(See sections 605.0904 & 605.0903, F.S. to determine penalty liability)

5. 9006 Northwest 106th Street

(Street Address of Principal Office)

6. 9715-A Burnet Rd, Suite 300

(Mailing Address)

Medley, FL 33178

Austin, TX 78758

7. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: Capitol Corporate Services, INC

Office Address: 515 E. Park Ave, 2nd Floor

Tallahassee

(City)

32301

(Zip code)

Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Taylor Scay

Taylor Scay, as Asst. Secretary on behalf of
Capitol Corporate Services, Inc.

(Registered agent's signature)

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CLERK OF COURT
TALLAHASSEE, FLORIDA

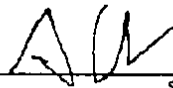
8. For initial indexing purposes, list names, title or capacity and addresses of the primary members/managers or persons authorized to manage (up to six (6) total):

<u>Title or Capacity:</u>	<u>Name and Address:</u>	<u>Title or Capacity:</u>	<u>Name and Address:</u>
<input checked="" type="checkbox"/> Manager	Name: Reliance Aircraft International, LLC	<input type="checkbox"/> Manager	Name: _____
<input checked="" type="checkbox"/> Member	Address: 9715-A Burnet Rd, Ste 300	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	Austin, TX 78758	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____
<input type="checkbox"/> Manager	Name: _____	<input type="checkbox"/> Manager	Name: _____
<input type="checkbox"/> Member	Address: _____	<input type="checkbox"/> Member	Address: _____
<input type="checkbox"/> Authorized	_____	<input type="checkbox"/> Authorized	_____
Person	_____	Person	_____
<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____	<input type="checkbox"/> Other _____

Important Notice: Use an attachment to report more than six (6). The attachment will be imaged for reporting purposes only. Non-indexed individuals may be added to the index when filing your Florida Department of State Annual Report form.

9. Attached is a certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted)

10. This document is executed in accordance with section 605.0203 (1) (b), Florida Statutes. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.



Signature of an authorized person

ANDREW COHEN

Typed or printed name of signer

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SUNCOAST LANDING SYSTEMS, LLC" IS DOLY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FOURTEENTH DAY OF SEPTEMBER, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "SUNCOAST LANDING SYSTEMS, LLC" WAS FORMED ON THE TENTH DAY OF AUGUST, A.D. 2021.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA



6155380 8300

SR# 20213235450

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 204148675

Date: 09-14-21

EXECUTION

CONSENT TO USE SIMILAR NAME AGREEMENT

This Consent to Use Similar Name Agreement, this "Agreement", by and between Suncoast Landing Systems, LLC, a Delaware limited liability company, the "Purchaser", and Suncoast Landing Systems, Corp., a Florida corporation, the "Seller", Purchaser and Seller, the "Parties", is entered into as of the date of execution by Seller and Purchaser as indicated on the signature page, the "Effective Date".

Recitals:

A. Seller and Purchaser are currently negotiating an Asset Purchase and Contribution Agreement, the "Transaction", concerning certain assets owned and used by the Seller in an aviation business located in Miami-Dade County, Florida.

B. Purchaser requested Seller to allow Purchaser to use a similar name to that of Seller and requested Seller to execute a Consent to Use Similar Name prior to the closing of the Transaction to expedite Purchaser's acquisition of permits, licenses and agreements prior to closing, and Seller has agreed to allow such use of a similar name subject to the terms and conditions herein contained.

Agreement:

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

1. Term of Agreement. Seller hereby grants Purchaser the use of a similar name and will execute and provide Purchaser with a Consent to Use Similar Name beginning on the Effective Date and ending on the earlier to occur (i) the failure to enter into a formal written Asset Purchase and Contribution Agreement within one month of this Agreement, (ii) the failure to close the Transaction within seven months of this Agreement, or (iii) once an Asset Purchase and Termination Agreement is executed between the Parties, at the time of termination under the termination provisions of the Asset Purchase and Contribution Agreement and not (i) or (ii) above.

2. Permitted Use of Name. During the term of this Agreement, Purchaser shall have be permitted to use a similar name to that of Seller to obtain permits, licenses and agreements as set forth in the Transaction. Purchaser shall bear the cost of all such permits, licenses and agreements. Provided a closing of the Transaction occurs within seven months of this Agreement, Purchaser's use of the similar name will be unrestricted post-closing and this Agreement will be of no force or effect. Purchaser will indemnify, defend and hold Seller harmless from all claims and liabilities asserted against Seller as a result of the use of a similar name to that of Seller. The obligations of the Purchaser under this Section shall survive the termination of the Agreement.

3. Withdrawal of Authority. In the event use of a similar name expires or is terminated as set forth in Section 1 above, Purchaser shall promptly file with the Florida Department of State an Application by Foreign Corporation for Withdrawal of Authority to Transact Business or Conduct Affairs in Florida and cease using the similar name. The obligations of this paragraph shall survive the termination or expiration of this Agreement.

4. Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida without regard to conflicts of laws principles thereof and all questions concerning the validity and construction hereof shall be determined in accordance with the laws of said state. Each party hereby irrevocably submits to the exclusive jurisdiction of any state court sitting in Miami-Dade County, Florida and hereby irrevocably agrees, on behalf of itself and on behalf of such party's successors and assigns, that all claims in respect of such action or proceeding may be heard and determined in any such court. The Parties irrevocably waive any objection such party may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

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EXECUTION

5. **Enforcement** Purchaser acknowledges and agrees that money damages might not be a sufficient remedy for any breach or threatened breach of this Agreement by the Purchaser. Therefore, in addition to all other remedies available at law, the Seller may be entitled to seek specific performance, injunctive and other equitable relief as a remedy for any such breach or threatened breach. Purchaser hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such claim.

6. Prevailing Party The prevailing party in any action brought to enforce the provisions of this Agreement or to collect damages for the breach of any such provisions shall be entitled to recover all reasonable costs incurred in connection therewith including without limitation legal fees and costs.

7. Counterparts and Electronic Signatures. This agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one and the same agreement. The signature of a party transmitted electronically (e.g., e-signature) or by PDF and/or other electronic image file format shall constitute and have the same force and effect as the original signature of the party.

8. **Construction.** Careful scrutiny has been given to this Agreement by Purchaser and Seller and their respective legal counsel. Accordingly, the rule of construction that any ambiguities of the contract shall 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 of provision hereof.

9. Waiver of Jury Trial THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS AGREEMENT, THE RELATED DOCUMENTS OR THE RELATIONSHIP ESTABLISHED HEREUNDER.

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of November 5, 2021.

PURCHASER:

Suncoast Landing Systems, LLC

By:

Name: Dennis Dunn, Manager

SELLER:

Suncoast Landing Systems, Corp.

Br.

Name: Victor Ortega, President

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EXECUTION

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6. **Prevailing Party.** The prevailing party in any action brought to enforce the provisions of this Agreement or to collect damages for the breach of any such provisions shall be entitled to recover all reasonable costs incurred in connection therewith including without limitation legal fees and costs.

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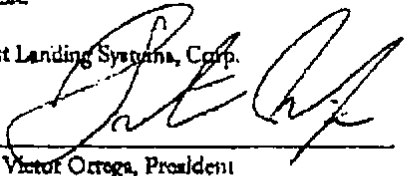
PURCHASER:

Suncoast Landing Systems, LLC

By: _____
Name: Dennis Dunn, Manager

SELLER:

Suncoast Landing Systems, Corp.

By: 
Name: Victor Ortega, President

2021 NOV 12 PM 5:17
CLERK OF DISTRICT COURT
TALLAHASSEE, FLORIDA

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