

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR COLLIER COUNTY, FLORIDA
CIVIL DIVISION**

KMG HAULING, INC., and HUGO GARCIA,
individually and as an authorized
representative of KMG HAULING, INC.,

Plaintiffs,

v.

CASE NO.: 26CA2097

JET AGENCY GLOBAL, LLC,
JET GENIUS FLORIDA HOLDINGS, INC.,
and JORDAN BROWN, individually,

Defendants.

_____ /

VERIFIED COMPLAINT

Plaintiffs, KMG HAULING, INC. ("KMG") and HUGO GARCIA, individually and as an authorized representative of KMG HAULING, INC. ("Garcia") (collectively the "Plaintiffs"), by and through the undersigned counsel, sue Defendants, JET AGENCY GLOBAL, LLC ("Jet Agency"), JET GENIUS FLORIDA HOLDINGS, INC. ("Jet Genius"), and JORDAN BROWN, individually ("Brown") (collectively the "Defendants"), and allege as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff, KMG HAULING, INC. ("KMG"), at all times relevant hereto, was and is a Virginia corporation, Virginia State Corporation Commission Entity Identification Number 05576491, in active status and good standing, with its principal office located at 14 Bryant Court, Sterling, Virginia 20166. KMG is identified as the Member on the membership summary page and in the Addendum of each Membership Agreement that is the subject matter of this dispute.

2. Plaintiff, HUGO GARCIA ("Garcia"), at all times relevant hereto, was and is an individual residing in Leesburg, Virginia, and is otherwise sui juris. Garcia is the President and a Director of KMG and serves as its registered agent. Garcia is the sole signatory appearing on the Membership Packet Agreement page of each Membership Agreement, which defines "Member" as "the undersigned below." Garcia sues both individually and as an authorized representative of KMG.

3. Garcia executed each Membership Agreement as an authorized representative of KMG and with full authority to bind KMG. Jet Agency prepared each Membership Agreement, identified KMG as the Member on the membership summary page and in the Addendum it drafted, accepted payment of the membership deposits, activated the memberships, issued flight confirmations, and performed flights under the Membership Agreements. Any inconsistency between the Member identified on the membership summary page and the Addendum and the signatory identified on the Membership Packet Agreement page arises from Jet Agency's own drafting and does not affect the validity or enforceability of either Membership Agreement. The parties performed under both Membership Agreements notwithstanding that inconsistency.

4. Plaintiffs plead in the alternative pursuant to Rule 1.110(g), Florida Rules of Civil Procedure. To the extent this Court determines that KMG is the contracting party, KMG asserts the claims arising under the Membership Agreements. To the extent this Court determines that Garcia is the contracting party, Garcia asserts those claims individually. Garcia asserts in his individual capacity, in any event, the claims arising from the out-of-pocket expenses he personally incurred as set forth below.

5. At all times relevant hereto, Defendant, JET AGENCY GLOBAL, LLC ("Jet Agency"), was and is a Florida limited liability company, Florida Department of State Document

Number L19000226448, with a principal place of business at 780 Fifth Avenue South, Suite 200, Naples, Florida 34102, and engaged in the business of brokering private jet charter services from its Florida office to consumers nationwide. Brown is the sole authorized manager of Jet Agency identified in its filings with the Florida Department of State.

6. At all times relevant hereto, Defendant, JET GENIUS FLORIDA HOLDINGS, INC. ("Jet Genius"), was and is a Florida corporation, Florida Department of State Document Number P19000063804, with its principal address at 780 Fifth Avenue South, Suite 200, Naples, Florida 34102, which is the same address as Jet Agency's principal place of business. Brown is the sole officer and director of Jet Genius, holding the offices of Director, President, Secretary, and Treasurer. Jet Agency and Jet Genius share the same registered agent. The Standard Terms and Conditions of each Membership Agreement further direct that all notices to Jet Agency be made to its then current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc. That provision appears at Section 35 of the Light Jet Agreement and at Section 36 of the Super Midsize Jet Agreement.

7. At all times relevant hereto, Defendant, JORDAN BROWN ("Brown"), was and is an individual who served as the Managing Partner of Jet Agency, executed the Membership Agreements that are the subject matter of this dispute on behalf of Jet Agency, and exercised dominion and control over both Jet Agency and Jet Genius.

8. Brown is the alter ego of both Jet Agency and Jet Genius. Brown controls and dominates the operations of both entities to such a degree that neither has a separate existence apart from Brown. Brown operates a network of interrelated entities, including but not limited to Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc. (formerly known as Jet Genius Holdings, Inc.), Charter Flight Group, JetCharter.com, LLC, C3 Jets, LLC, C3 Limo, LLC, and

Bowman Aviation, Inc. Brown has used these entities interchangeably to collect membership deposits and charter fees from customers while failing to perform the contracted services, failing to pay charter operators for flights, and refusing to issue refunds. Brown and entities under his control have been the subject of multiple actions in state and federal court alleging this same pattern of conduct. The corporate forms of Jet Agency and Jet Genius should be disregarded because Brown has used these entities as mere instrumentalities to perpetrate fraud and injustice upon Plaintiffs and similarly situated consumers.

9. The causes of action herein are for damages exceeding \$50,000.00, exclusive of attorneys' fees, costs, and interest, and are accordingly within the jurisdiction of this Court.

10. Venue is proper in Collier County under Section 47.011, Florida Statutes, because Jet Agency's principal place of business is located in Collier County and because the causes of action accrued in Collier County.

11. The Standard Terms and Conditions incorporated into each Membership Agreement separately provide that any action arising out of or related to the Membership Agreement shall be resolved, whether by arbitration or otherwise, within the State of Florida, and that the Member consents and submits to the personal jurisdiction of the state courts located within the State of Florida. That provision appears at Section 28 of the Light Jet Agreement and at Section 29 of the Super Midsize Jet Agreement. The provision selects the State of Florida as the forum and does not designate a particular county.

GENERAL ALLEGATIONS

12. On or about November 14, 2024, Plaintiffs entered into a Membership Agreement (the "Light Jet Agreement") with Jet Agency for a Light Jet membership, with 25 hours of allocated flight time, for a membership payment of \$163,875.00. The Light Jet Agreement was

signed on behalf of Jet Agency by Brown as "Managing Partner." A true and correct copy of the Light Jet Agreement is attached hereto as Exhibit "A".

13. Plaintiffs paid the full membership payment of \$163,875.00 to Jet Agency in three installments, the last of which was made in January 2025.

14. Under the terms of the Light Jet Agreement, Jet Agency agreed to act as broker to arrange for private jet charter services for Plaintiffs, providing aircraft within the Light Jet classification for domestic flights upon 48 hours' notice. The Light Jet Agreement further provided that all domestic flight requests would be confirmed by Jet Agency and that Jet Agency would provide a flight confirmation specifying the date, departure time, aircraft type, and other details.

15. The Light Jet Agreement contained an Addendum granting Plaintiffs the following additional benefits: (a) a minimum billable time of 1.5 hours on light and midsize aircraft; (b) a discount of \$200.00 per hour; (c) a \$250.00 catering allowance on each flight; and (d) rates locked for two years. The Addendum further approved a payment schedule of \$50,000.00 in November 2024, \$50,000.00 in December 2024, and the remaining balance of \$63,875.00 by January 3, 2025.

16. On or about April 15, 2025, Plaintiffs entered into a second Membership Agreement (the "Super Midsize Jet Agreement") with Jet Agency for a Super Midsize Jet membership, with 15 hours of allocated flight time, for a membership deposit of \$150,825.00. The Super Midsize Jet Agreement was signed on behalf of Jet Agency by Brown as "Managing Partner." A true and correct copy of the Super Midsize Jet Agreement is attached hereto as Exhibit "B".

17. Plaintiffs paid the full membership deposit of \$150,825.00 to Jet Agency upon execution of the Super Midsize Jet Agreement.

18. Under the terms of the Super Midsize Jet Agreement, Jet Agency agreed to act as broker to arrange for private jet charter services for Plaintiffs, providing aircraft within the Super Midsize Jet classification for domestic flights upon 48 hours' notice. The Super Midsize Jet Agreement further provided that all flight requests would be confirmed by Jet Agency and that Jet Agency would provide a flight confirmation specifying the date, departure time, aircraft type, and other details. The Super Midsize Jet Agreement further permitted Plaintiffs to book aircraft in a different classification through the Interchange provision, with the hourly rate calculated by paying the difference between the contracted Member rate and the current category rate of the aircraft selected.

19. The Super Midsize Jet Agreement contained an Addendum granting Plaintiffs the following additional benefits: (a) a discount of \$300.00 per hour; (b) a waiver of all peak day surcharges during the month of November for the duration of the fifteen hour jet card, provided Plaintiffs gave seven days' notice; and (c) a minimum billable time of 1.25 hours on midsize aircraft. The Addendum provides that all other terms and conditions of the Agreement remain the same.

20. In September 2025, Garcia scheduled a round trip from Leesburg, Virginia to Lexington, Kentucky, where his daughter attended college. The return flight scheduled for September 7, 2025 never materialized, leaving Garcia and his family stranded in Kentucky. Brown promised reimbursement for commercial airline and ground transportation costs incurred as a result of the cancellation. Despite submission of expenses and demands for payment, no reimbursement was ever made.

21. On October 9, 2025, Garcia was scheduled to depart on a round trip from Leesburg, Virginia to Lexington, Kentucky. The flight was delayed, and Garcia was told that there was no

aircraft available due to non-payment by Jet Agency to the owner of the aircraft. The flight eventually departed.

22. A further round trip from Leesburg, Virginia to Lexington, Kentucky was scheduled to depart on October 16, 2025 for Garcia and six family members to attend Family Day at the University of Kentucky. That flight never took place, as Jet Agency did not deliver an aircraft. As a result, Garcia was forced to book a commercial flight for six people that evening and missed Family Day.

23. On or about September 7, 2025, Garcia submitted passenger information and catering requests for a round trip from the Washington, D.C. metropolitan area to the Turks and Caicos Islands for the Thanksgiving holiday for ten passengers. That request was made more than seven days in advance of the scheduled November travel and therefore fell within the peak day surcharge waiver granted by the Addendum to the Super Midsize Jet Agreement.

24. On November 26, 2025, two days before the scheduled departure, Garcia's wife attempted to obtain information regarding the Thanksgiving travel. She was told by a representative of Jet Agency that it was too early to obtain that information but that someone would follow up. On November 27, 2025, Garcia's wife again attempted to obtain an update but could not reach anyone at Jet Agency. The same was true on November 28, 2025. Finally, after Garcia emailed Brown a number of times, Brown informed Garcia that Jet Agency had been unsuccessful in securing an aircraft. The flight was cancelled on the day of departure.

25. Jet Agency never provided an aircraft in connection with the Thanksgiving travel. As a direct result of the November 28, 2025 cancellation, Garcia was required to secure commercial flights on short notice and incurred out-of-pocket expenses for alternative travel arrangements.

26. Jet Agency's repeated cancellations of confirmed flights constituted material breaches of the Membership Agreements that excused Plaintiffs' further performance and entitled Plaintiffs to cancel the Membership Agreements and recover restitution.

27. On December 10, 2025, Plaintiffs' local counsel, Gary Adler of Adler Law, PLLC, sent a letter to Jet Agency and Brown terminating both Membership Agreements and demanding a full refund of the Super Midsize Jet deposit and return of funds paid for unused hours under the Light Jet Agreement. A true and correct copy of the Demand Letter is attached hereto as Exhibit "C".

28. As of the date of filing this Complaint, Defendants have failed to refund any portion of the amounts demanded and have failed to provide any meaningful response to Plaintiffs' demand.

29. Defendants' failure to perform under the Membership Agreements with Plaintiffs is not an isolated occurrence but reflects a pattern and practice of collecting membership deposits and charter fees from consumers while failing to provide the contracted flight services. This pattern includes, but is not limited to, the matters described in paragraphs 30 through 33 below.

30. On November 10, 2025, Ledge Rock Apartments II LLC filed a complaint against Jet Agency, Jordan Brown, and others in *Ledge Rock Apartments II LLC v. Jet Agency Global, LLC*, Case No. 11-2025-CA-002637-0001-01, in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida. That complaint alleged that Ledge Rock paid Jet Agency a \$312,500.00 membership deposit; that after making timely reservations it experienced a substantially delayed flight on October 16, 2025 and an unavailable aircraft on October 23, 2025; and that although Jet Agency and Brown invoked force majeure, the designated charter operator told Ledge Rock that the October 23 nonperformance resulted from Jet Agency's failure to pay

the operator. Those allegations were not adjudicated. The action ended by stipulation of dismissal on July 29, 2026.

31. On May 9, 2024, Plane Talk Travel, Inc. filed suit against Jet Genius Florida Holdings, Inc. in the United States District Court for the Southern District of Florida, alleging that Jet Genius Florida Holdings, Inc. d/b/a Charter Flight Group failed to provide a contracted charter flight and retained \$425,000.00 of the charter price after issuing only a partial refund. *Plane Talk Travel, Inc. v. Jet Genius Fla. Holdings, Inc.*, No. 9:24-cv-80600-AMC (S.D. Fla.). That action was pending on the date each of Plaintiffs' Membership Agreements was executed. The court thereafter granted in part the plaintiff's motion for default judgment and entered judgment against Jet Genius Florida Holdings, Inc. in the amount of \$425,000.00 on the claim for breach of contract.

32. In the United States District Court for the Southern District of California, *Stanz v. Brown*, No. 3:22-cv-01164-GPC-JLB, Brown's former business partner filed suit alleging that Brown used his network of entities as a "shell game" to avoid obligations, misappropriated entity assets, and failed to pay federal excise taxes. That action was pending on the date each of Plaintiffs' Membership Agreements was executed. On January 29, 2026, the Magistrate Judge recommended granting in part a motion for civil contempt based on Brown's persistent failure to comply with discovery orders and recommended coercive per diem fines. On March 9, 2026, the District Judge adopted the report and recommendation and granted civil contempt and coercive fines.

33. On June 26, 2026, Morris Dudgeon filed suit against Jet Agency, Jet Genius, and Brown in the Circuit Court of the Twentieth Judicial Circuit, in and for Collier County, Florida. As alleged therein, Dudgeon paid Jet Agency \$103,425.00 in October 2025 for a fifteen hour

Light Jet membership. Jet Agency cancelled a flight scheduled for April 11, 2026 on the day of departure, attributing the cancellation to high demand and fleet positioning constraints. Jet Agency thereafter cancelled a second flight scheduled for May 2, 2026, which had been confirmed more than six months in advance for travel to the Kentucky Derby, on the day before departure. Jet Agency refused to refund any portion of the membership deposit following Dudgeon's cancellation of the agreement and written demand. Those allegations have not been adjudicated. *Dudgeon v. Jet Agency Global, LLC*, Case No. 11-2026-CA-001570-0001-01, pending in the Circuit Court of the Twentieth Judicial Circuit in and for Collier County, Florida.

34. As a direct and proximate result of Defendants' actions, Plaintiffs have suffered the damages set forth in paragraphs 35 through 40 below.

35. Unreturned Super Midsize Jet membership deposit in the amount of \$150,825.00.

36. Out-of-pocket expenses personally incurred by Garcia arising from the September 7, 2025 flight cancellation in the amount of \$581.36.

37. Out-of-pocket expenses personally incurred by Garcia arising from the October 16, 2025 flight cancellation in the amount of \$3,575.97.

38. Out-of-pocket expenses personally incurred by Garcia arising from the November 28, 2025 flight cancellation in the amount of \$10,851.43.

39. The limitation of liability language in Section 25 of the Light Jet Agreement and Section 26 of the Super Midsize Jet Agreement does not apply to Plaintiffs' demand for return of the unused Super Midsize Jet membership deposit. The damages sought are not a loss arising from Plaintiffs' use of third-party flight services and are not measured by an amount Plaintiffs paid for any particular flight. That language is further inapplicable because, by its terms, it

purports to cap liability arising in connection with the Member's use of the services of an entity identified as "V1 Jets," which is not a party to or identified in either Membership Agreement.

40. In the alternative, and only in the event the Light Jet Agreement is rescinded or otherwise held void or voidable, Plaintiffs seek restitution of amounts paid for Light Jet hours that were never flown, in an amount to be determined. Plaintiffs do not seek this item as contract damages under Count I.

41. Due to Defendants' actions, Plaintiffs have been forced to retain the undersigned counsel to represent them in this matter and are obligated to pay undersigned counsel's reasonable attorneys' fees for such representation.

42. All conditions precedent to the bringing of this action have occurred, have been performed, or have been waived.

43. Plaintiffs expressly reserve the right to amend this Complaint and add additional claims, parties, or damages as discovery and investigation warrant.

PIERCING THE CORPORATE VEIL

44. Under Florida law, the corporate veil will not be penetrated either at law or in equity unless it is shown that the entity was organized or employed to mislead creditors or to work a fraud upon them. *Dania Jai-Alai Palace, Inc. v. Sykes*, 450 So. 2d 1114, 1120 (Fla. 1984).

45. To disregard the entity form, a claimant must establish three elements: (1) the owner dominated and controlled the entity to such an extent that the entity's independent existence was in fact non-existent and the owner was in fact the alter ego of the entity; (2) the entity form was used fraudulently or for an improper purpose; and (3) the fraudulent or improper use of the entity form caused injury to the claimant. *Gasparini v. Pordomingo*, 972 So. 2d 1053, 1055 (Fla. 3d

DCA 2008). It matters not that the improper conduct occurred after the formation of the entity. *Bellairs v. Mohrmann*, 716 So. 2d 320, 323 (Fla. 2d DCA 1998).

46. Jet Agency and Jet Genius operated as mere instrumentalities of Brown and were used to provide Brown with assumed legal protection for his improper activities. Brown exercises complete dominion and control over both entities, commingling their operations, finances, and personnel with those of his other entities. Brown is the sole authorized manager of Jet Agency and the sole officer and director of Jet Genius. Both entities maintain the same principal address and the same registered agent. Brown signed the Membership Agreements as "Managing Partner" of Jet Agency, and the Membership Agreements direct all notices to the Managing Members of Jet Genius Florida Holdings Inc., demonstrating that these entities function as a single enterprise under Brown's control.

47. There is no real separation between Brown and the corporate Defendants. Brown has used Jet Agency and Jet Genius, together with his network of related entities, to collect membership deposits from consumers, fail to perform the contracted services, fail to pay charter operators, and refuse to issue refunds, while shifting assets and liabilities between entities to avoid judgments and creditors.

48. Plaintiffs have suffered damages due to the improper actions of Brown, acting through and behind the corporate forms of Jet Agency and Jet Genius.

49. Accordingly, Brown must not be allowed to hide behind the corporate veil to shield himself from his improper conduct. *Dania Jal-Alai*, 450 So. 2d at 1120; *Gasparini*, 972 So. 2d at 1055.

COUNT I
BREACH OF CONTRACT - LIGHT JET AGREEMENT
(Against Jet Agency Global, LLC)

50. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

51. To establish a claim for breach of contract under Florida law, a plaintiff must prove: (1) a valid contract; (2) a material breach; and (3) damages. *Havens v. Coast Fla., P.A.*, 117 So. 3d 1179, 1181 (Fla. 2d DCA 2013).

52. Plaintiffs and Jet Agency entered into a valid and enforceable Light Jet Agreement. *See* Exhibit "A."

53. Plaintiffs performed all obligations under the Light Jet Agreement, including payment of the full membership payment.

54. Jet Agency materially breached the Light Jet Agreement by: (a) failing to provide an aircraft on September 7, 2025; (b) failing to provide an aircraft on October 16, 2025; and (c) failing and refusing to reimburse Garcia for the costs of alternative arrangements necessitated by those failures.

55. As a direct and proximate result of Jet Agency's material breaches, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant, Jet Agency Global, LLC, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT II
BREACH OF CONTRACT - SUPER MIDSIZE JET AGREEMENT
(Against Jet Agency Global, LLC)

56. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

57. To establish a claim for breach of contract under Florida law, a plaintiff must prove: (1) a valid contract; (2) a material breach; and (3) damages. *Havens v. Coast Fla., P.A.*, 117 So. 3d 1179, 1181 (Fla. 2d DCA 2013).

58. Plaintiffs and Jet Agency entered into a valid and enforceable Super Midsize Jet Agreement. *See* Exhibit "B."

59. Plaintiffs performed all obligations under the Super Midsize Jet Agreement, including payment of the full membership deposit.

60. Jet Agency materially breached the Super Midsize Jet Agreement by: (a) failing to provide an aircraft on November 28, 2025; (b) failing and refusing to reimburse Garcia for the costs of alternative arrangements necessitated by that failure; and (c) refusing to refund Plaintiffs the deposit paid under the Super Midsize Jet Agreement after Plaintiffs lawfully cancelled the Super Midsize Jet Agreement due to Jet Agency's material breaches. The Super Midsize Jet Agreement contains no termination, forfeiture, or refund conditioning provision. *See* Exhibit "B."

61. As a direct and proximate result of Jet Agency's material breaches, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant, Jet Agency Global, LLC, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT III
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
(Against Jet Agency Global, LLC)

62. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

63. Under Florida law, every contract contains an implied covenant of good faith and fair dealing. *Sepe v. City of Safety Harbor*, 761 So. 2d 1182, 1185 (Fla. 2d DCA 2000). The implied duty must relate to the performance of an express contractual term and cannot override the contract's express terms. *Hosp. Corp. of Am. v. Fla. Med. Ctr., Inc.*, 710 So. 2d 573, 575 (Fla. 4th DCA 1998).

64. The Membership Agreements vest Jet Agency with discretion in the performance of express contractual terms, including the following. Section 5 of each Membership Agreement provides that Jet Agency, "in its sole discretion, will make a best effort to provide Member with specific aircraft model preferences." Section 6 of each Membership Agreement provides that categorization for non-listed aircraft models "is at the sole discretion of Jet Agency." Section 7 of the Standard Terms and Conditions of each Membership Agreement provides that all requests for service "are subject to confirmation from Jet Agency and acceptance by the Charter Operator." Section 12(a) of the Standard Terms and Conditions of the Light Jet Agreement, and Section 13(a) of the Standard Terms and Conditions of the Super Midsize Jet Agreement, provide that the amount of any cancellation charge "will be at Jet Agency's discretion." Section 2 of the Super Midsize Jet Membership Agreement provides that Jet Agency "will make every effort to accommodate all trip requests made with at least 14 hours' notice."

65. Jet Agency breached the implied covenant of good faith and fair dealing in the exercise of the discretion conferred by the provisions identified in paragraph 64 by: (a)

repeatedly cancelling confirmed flights at the last minute while retaining Plaintiffs' full membership payments; (b) representing to Plaintiffs that aircraft would be provided when they would not; (c) failing to make any good faith or best effort to provide replacement aircraft or alternative arrangements as those provisions require; and (d) exercising its discretion over confirmations and aircraft assignment in a manner that deprived Plaintiffs of the benefit of the bargain.

66. As a direct and proximate result of Jet Agency's breaches of the implied covenant of good faith and fair dealing, Plaintiffs have been damaged.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant, Jet Agency Global, LLC, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

**COUNT IV
FRAUDULENT INDUCEMENT
(Against All Defendants)**

67. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

68. To establish a claim for fraudulent inducement under Florida law, a plaintiff must prove: (1) a false statement concerning a material fact; (2) the maker's knowledge that the representation is false; (3) an intention that the representation induce another to act on it; and (4) consequent injury by the party acting in reliance on the representation. *Johnson v. Davis*, 480 So. 2d 625, 627 (Fla. 1985). Justifiable reliance is not a separate necessary element. *Butler v. Yusem*, 44 So. 3d 102, 105 (Fla. 2010). Fraud must be pled with particularity. *See Fla. R. Civ. P.* 1.120(b).

69. In or about November 2024, in connection with the solicitation and execution of the Light Jet Agreement, a Jet Agency membership sales representative, acting as agent for Jet Agency and Jet Genius and at the direction of Brown, made material representations of fact to Plaintiffs by telephone and email from the Naples, Florida office shared by Jet Agency and Jet Genius, including that Jet Agency had the ability and resources to arrange for private jet charter services through its network of charter operators and that Plaintiffs' payment would be applied toward flight services as described in the Light Jet Agreement.

70. In or about April 2025, in connection with the solicitation and execution of the Super Midsize Jet Agreement, a Jet Agency membership sales representative, acting as agent for Jet Agency and Jet Genius and at the direction of Brown, made the same material representations of fact to Plaintiffs by telephone and email from that same office, and further represented that Jet Agency would provide an aircraft for Plaintiffs' Thanksgiving travel.

71. The representations described in paragraph 69 were false when made. At the time the Light Jet Agreement was executed in November 2024, Brown knew that Jet Agency could not or would not perform the contracted services. At that time, Brown and entities under his control were already the subject of pending litigation alleging that Brown used his network of entities as a shell game to avoid obligations and misappropriated entity assets, and alleging that a Brown-controlled entity had failed to provide a contracted charter flight while retaining the charter price.

72. The representations described in paragraph 70 were false when made. At the time the Super Midsize Jet Agreement was executed in April 2025, Brown knew that Jet Agency could not or would not perform the contracted services. The matters described in paragraph 71 remained pending at that time.

73. Brown controlled the operations of both Jet Agency and Jet Genius at all relevant times. Brown is the sole authorized manager of Jet Agency and the sole officer and director of Jet Genius, and he signed both Membership Agreements on behalf of Jet Agency. Brown knew these representations were false when made and authorized or directed Jet Agency personnel to make them for the purpose of inducing Plaintiffs to enter into the Membership Agreements and pay the membership deposits.

74. Because Brown exercises sole control over both Jet Agency and Jet Genius, and because the two entities operate from a single office as a single enterprise under his direction, the representations described above are attributable to Jet Agency, to Jet Genius, and to Brown individually.

75. The representations described above concern the then-existing financial condition, capacity, and intent to perform of the enterprise Brown controls. They are matters extrinsic to and independent of the promises contained in the Membership Agreements themselves.

76. Plaintiffs relied on Defendants' representations in entering into the Membership Agreements and paying the deposits. Plaintiffs had no knowledge of Jet Agency's financial condition, its failure to pay charter operators, or the litigation against Brown's entities at the time the Membership Agreements were executed.

77. As a direct and proximate result of Defendants' fraudulent inducement, Plaintiffs have been damaged in an amount to be proven at trial.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for compensatory damages, consequential damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just. Plaintiffs reserve the right to seek

leave to amend to assert a claim for punitive damages pursuant to Section 768.72, Florida Statutes.

**COUNT V
CONVERSION
(Against All Defendants)**

78. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

79. Conversion is an act of dominion wrongfully asserted over another's property inconsistent with his ownership therein. *Point Conversions, LLC v. WPB Hotel Partners, LLC*, 324 So. 3d 947, 957 (Fla. 4th DCA 2021).

80. Plaintiffs paid Jet Agency a single membership deposit of \$150,825.00 under the Super Midsize Jet Agreement. That deposit is a specific, identified sum recorded as a single transaction on Jet Agency's records.

81. No portion of the Super Midsize Jet membership deposit was consumed. Jet Agency never provided any flight under the Super Midsize Jet Agreement, and none of the fifteen allocated hours were used. The entire \$150,825.00 therefore remains identifiable as Plaintiffs' funds.

82. Jet Agency failed to provide the contracted services and, upon Plaintiffs' lawful cancellation of the Membership Agreements due to Jet Agency's material breaches, became obligated to return the Super Midsize Jet Agreement deposit to Plaintiffs.

83. Plaintiffs made a clear and unequivocal demand for the return of the \$150,825.00 Super Midsize Jet deposit directly to Jet Agency on December 10, 2025.

84. Brown, exercising dominion and control over both Jet Agency and Jet Genius, directed the retention of Plaintiffs' funds and the refusal to issue a refund. Defendants have wrongfully retained Plaintiffs' funds and have refused to return them, despite Plaintiffs' repeated demands. Defendants' retention of these funds constitutes an act of dominion over Plaintiffs' property that is inconsistent with Plaintiffs' rights therein.

85. This claim is not based solely on Jet Agency's failure to arrange contracted flights or on an obligation to pay a general debt. It is based on Defendants' exercise of dominion, after Plaintiffs' demand of December 10, 2025, over a specifically identified and wholly unused deposit, and on the diversion and use of Plaintiffs' funds outside the Membership Agreements.

86. Brown exercised direct dominion over Plaintiffs' funds. As alleged in paragraphs 44 through 49 above, neither Jet Agency nor Jet Genius has a separate existence apart from Brown, and Brown directed the receipt, retention, and disposition of the Super Midsize Jet membership deposit. The conversion claim against Brown rests on his own exercise of dominion over those identified funds and not merely on Jet Agency's failure to perform.

87. As a direct and proximate result of Defendants' conversion of Plaintiffs' funds, Plaintiffs have been damaged. Plaintiffs do not seek duplicative recovery under Counts II and V.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for damages, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

COUNT VI
UNJUST ENRICHMENT
(Against All Defendants)
(Pled in the Alternative)

88. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

89. The essential elements of a claim for unjust enrichment are: (1) a benefit conferred upon a defendant by the plaintiff; (2) the defendant's appreciation of the benefit; and (3) the defendant's acceptance and retention of the benefit under circumstances that make it inequitable for him to retain it without paying the value thereof. *Rollins, Inc. v. Butland*, 951 So. 2d 860, 876 (Fla. 2d DCA 2006).

90. This Count is pled in the alternative to Counts I and II above, in the event that this Court finds the Membership Agreements are invalid, unenforceable, void, or voidable.

91. Plaintiffs conferred a monetary benefit of \$150,825.00 directly upon Jet Agency, which appreciated, accepted, and retained those funds.

92. Brown, as the individual who exercises sole control over both Jet Agency and Jet Genius, directed and controlled the use and disposition of Plaintiffs' funds and received the benefit thereof.

93. Jet Genius appreciated, accepted, and retained the benefit of Plaintiffs' funds. Jet Genius shares a single principal office and registered agent with Jet Agency, is controlled by the same sole officer and director who manages Jet Agency, and is the entity designated in the Membership Agreements to receive all notices directed to Jet Agency. Jet Agency and Jet Genius operate as a single enterprise under Brown's direction, and the benefit conferred upon Jet Agency was thereby conferred upon and retained by Jet Genius.

94. Defendants provided no services of value to Plaintiffs in exchange for the \$150,825.00 deposit.

95. Defendants voluntarily accepted and retained the \$150,825.00 despite Plaintiffs' multiple demands for its return.

96. Under the circumstances, Defendants' retention of the \$150,825.00 is inequitable and unjust.

WHEREFORE, Plaintiffs alternatively demand judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for restitution in the amount of \$150,825.00, prejudgment interest, costs of suit, and such other and further relief as this Court deems just.

**COUNT VII
VIOLATION OF FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT
(Against All Defendants)**

97. Plaintiffs reallege and incorporate paragraphs 1 through 49 above as if fully set forth herein.

98. Section 501.204(1), Florida Statutes, declares unlawful unfair or deceptive acts or practices in the conduct of any trade or commerce. A consumer claim for damages under the Florida Deceptive and Unfair Trade Practices Act ("FDUTPA") has three elements: (1) a deceptive act or unfair practice; (2) causation; and (3) actual damages. *Rollins, Inc. v. Butland*, 951 So. 2d 860, 869 (Fla. 2d DCA 2006).

99. Defendants engaged in trade or commerce within the meaning of FDUTPA by marketing, selling, and purporting to provide private jet charter brokerage services to consumers.

100. The offending conduct alleged in this Complaint occurred within the State of Florida. Jet Agency is a Florida limited liability company and Jet Genius is a Florida corporation, both with their principal place of business at 780 Fifth Avenue South, Suite 200, Naples, Florida. Brown directed the operations of both entities from that Florida office. The marketing, sales solicitations, and representations at issue in this action originated from that office. Both Membership Agreements were executed on behalf of Jet Agency in Florida and signed by Brown in Florida. Plaintiffs' membership payments were transmitted to and received by Jet Agency in Florida and were retained in Florida. The decisions not to provide the contracted aircraft, not to pay the charter operators, and not to issue refunds to Plaintiffs were made by Brown and Jet Agency personnel in Florida. Both Membership Agreements are governed by Florida law and designate Florida as the exclusive forum for disputes arising thereunder.

101. Defendants engaged in unfair and deceptive acts or practices by: (a) marketing and selling jet membership programs while knowing or having reason to know that Defendants could not or would not fulfill the contracted services; (b) collecting Plaintiffs' membership payments and then failing to provide the contracted flight services; (c) refusing to issue refunds upon non-performance; and (d) engaging in a pattern of the same conduct against multiple consumers through a network of interrelated entities controlled by Brown.

102. Defendants' unfair and deceptive acts and practices were likely to, and did, deceive Plaintiffs and other consumers.

103. As a direct and proximate result of Defendants' violations of FDUTPA, Plaintiffs have suffered actual damages.

104. Pursuant to Section 501.2105, Florida Statutes, in any civil litigation resulting from an act or practice involving a violation of FDUTPA, the prevailing party, after judgment in the

trial court and exhaustion of all appeals, may receive reasonable attorneys' fees and costs from the nonprevailing party. Plaintiffs seek an award of reasonable attorneys' fees and costs under that section.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendants, Jet Agency Global, LLC, Jet Genius Florida Holdings, Inc., and Jordan Brown, individually, for actual damages, attorneys' fees and costs pursuant to Section 501.2105, Florida Statutes, prejudgment interest, and such other and further relief as this Court deems just.

DEMAND FOR JURY TRIAL

Plaintiffs, KMG HAULING, INC. and HUGO GARCIA, hereby demand a trial by jury as to all issues so triable and as a matter of right.

Dated: August 20, 2026

Respectfully submitted,

ZINN LAW PLLC
Counsel for Plaintiffs
2891 Center Pointe Dr., Suite 304
Fort Myers, Florida 33916
Telephone: (239) 418-1529
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By: /s/ Justin T. Patak
Justin T. Patak, Esq.
Florida Bar No. 1020253

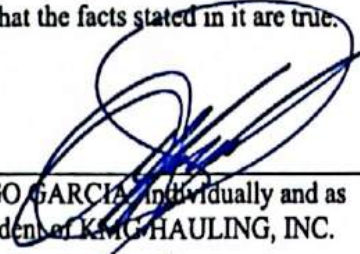
NOTICE OF DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE

The law firm of ZinnLaw PLLC, pursuant to Florida Rule of Judicial Administration 2.516(b)(1)(A), hereby designates the following as its e-mail addresses to which service in the above-captioned matter must be directed:

justin@zinn.law
brian@zinn.law
jasena@zinn.law

VERIFICATION

Under penalties of perjury, I declare that I have read the foregoing Verified Complaint and that the facts stated in it are true.



HUGO GARCIA Individually and as
President of KMG HAULING, INC.

Date: 8/01/00

Exhibit A



Jet Agency Membership

Thank you for your interest in the Jet Agency Membership.

As a valued member of our Membership, you are eligible for exclusive benefits with all flights booked through Jet Agency.

Membership and its benefits are fully described within the following documents herein together referred to as the Membership Packet.

Membership Agreement

Operational guidelines for the Membership

Standard Terms and Conditions

Further details regarding the Membership

Aircraft Classifications

Specific aircraft types related to your account

Peak Travel Days

Travel days for which additional conditions apply

Addendum to Jet Agency Agreement

Items that may differ from the Base Membership Agreement

Begin enjoying your additional flight benefits immediately by signing and returning the Membership Packet. Your membership becomes effective on the date of this Agreement following funding of the selected Membership level.

Membership Name

kmG Hauling, Inc.

Membership Level

Light Jet

Membership Hours

25

Membership Activation Date

November 14, 2024

Membership Deposit

\$163,875

Membership Agreement

The undersigned ("Member") and Jet Agency Global, LLC Jet Agency ("Jet Agency") agree to the following terms and conditions, as well as Member also agrees to the terms and conditions set forth in the Membership Agreement, Schedules A and B, Aircraft Classifications document, and Standard Terms and Conditions document attached hereto, collectively referred to as the Membership Packet. Member acknowledges that the Membership Packet becomes effective upon Jet Agency receipt of the Initial Payment set forth below.

1. **Fees and Payment.** The Initial Payment for membership ("Member Account") is due upon execution of this Agreement. Payment amount is determined by level of participation, as shown below:

	Hourly	Membership Pricing
Jet Agency 25 Hour Light Jet Access	\$6,555	\$163,875
Jet Agency 25 Hour Midsize Jet Access	\$8,355	\$208,875
Jet Agency 25 Hour Super Midsize Jet Access	\$10,355	\$258,875
Jet Agency 25 Hour Heavy Jet Access	\$12,200	\$305,000

*** Pricing above excludes FET and Segment Fees.**

2. **Flight Requests.** All domestic flight requests must be submitted to Jet Agency with at least 48 hours notice prior to requested departure and must include i) the total number of passengers that will be traveling, and ii) the preferred aircraft classification as per the Aircraft Classifications document contained herein. Flight requests must be made in written form and sent by email to a Jet Agency us betterflight representative. Upon receipt of a flight request from Member and acceptance of that request, Jet Agency will return a confirmation ("Flight Confirmation"). Flight requests are required to include the following minimum information:

- a. Departure city and/or airport code
- b. Destination city(s) and/or airport code
- c. One Way or Round Trip
- d. Departure date and time
- e. Return date and time
- f. Preferred aircraft category as per the aircraft classifications
- g. Passenger count

Non-Peak travel may be requested within 48 hours of the departure time. Non-peak flight requests received less than 48 hours from departure: Jet Agency will make every effort possible to accommodate flights requested less than 48 hours prior to departure with the following premiums:

- Flights requested less than 48 hours, but more than 24 hours, prior to departure will incur a premium surcharge of **20%** in the form of billable hours (1.2 hours for every hour flown).

- Flights requested less than 24 hours, but more than 14 hours, prior to departure will incur a premium surcharge of **30%** in the form of billable hours (1.3 hours for every hour flown).
 - Jet Agency will not accommodate any requests for flights made less than 14 hours from the departure.
3. **Flight Time Calculations.** All quoted flight times are calculated to the nearest 6 minutes compared to actual estimated flight times, plus 0.2 (or 12 minutes) taxi time. Minimum daily flight time charges are defined within the Terms and Conditions document and are subject to chosen program level. Final flight time calculations are based on the last estimated flight time provided on the Member's final itinerary which will be sent approximately 24 hours prior to departure.
 4. **Flight Modifications.** Jet Agency reserves the right to substitute aircraft of equal or larger capacity and equal or greater quality at any time for no additional expense to Member. Member shall be informed of any such change prior to flight.
 5. **Aircraft Categorization.** Member flight requests shall be made utilizing the aircraft categories defined with the Aircraft Classifications document ("Light Jet," "Midsize Jet," etc.) Jet Agency will provide an aircraft that meets or exceeds the size and quality for the specified category. Jet Agency, in its sole discretion, will make a best effort to provide Member with specific aircraft model preferences, subject to availability and wholesale pricing. All aircraft utilized within the Jet Agency Membership are ARG/US and/or Wyvern safety rated. Individual aircraft safety reports will be provided to Member on a per request basis.
 6. **Aircraft Interchange Flexibility.** Member may make use of Interchange (ability to book different categories of aircraft) without penalty. The hourly rate will be calculated by paying the difference in the contracted Member rate and the current category rate of the aircraft selected in the form of Billable Hours. Categorization for non-listed aircraft models is at the sole discretion of Jet Agency and shall be determined by the seating capacities and flight endurance guidelines listed herein.
 7. **Term.** Member Account balance (hours) is non-expiring if the Member remains active and in good standing. To remain active the Member must complete at least one trip in each 12 month period. The membership hourly rates listed in this agreement will be fixed for the first 730 days from the date of membership activation. Once the initial 730 day period has elapsed the member hourly rate will be adjusted to the then current hourly rate.
 8. **Termination.** Either party may terminate this agreement at any time upon written notice to the other party. A refund for any remaining balance (hours) will only be available after 5 trips have been completed. Any Member refund request will be subject to a 30% termination fee which will be calculated based on the initial Membership deposit. Should the remaining balance be less than 30% of the initial Membership deposit, the remaining funds will be forfeited. When the agreement is terminated by Jet Agency, the total remaining balance will be paid to Member minus any funds due.
 9. **Upgrade Eligibility.** All program levels are eligible for free aircraft category upgrades based on availability.

10. **Fuel Surcharge.** Fuel surcharges reflect possible adjustments for the difference between the set price of fuel for hourly operating costs and the actual fuel cost at time of flight and/or additional charges that may be set by the destination Fixed Base Operator ("FBO"). Fuel surcharges are calculated using the difference of the national average at the time of membership activation (as defined in Schedule B) and the national average on day of departure (as determined by the AirNav.com national average). This difference is then multiplied by the estimated time of flight and the average burn rate of the actual aircraft flown. International Fuel surcharges are calculated using the current origin rate. Members can view this calculation upon request.

11. **Peak Day Premiums.** For travel on peak travel days, all itineraries, regardless of origin or destination, must be requested at least seven (7) days prior to scheduled departure time to ensure aircraft availability. Travel on peak days will incur a premium surcharge of 30% in the form of Billable Hours (1.3). Should the Member give Jet Agency greater than 7 days in advance to the day of departure the premium surcharge will be reduced to 15% in the form of Billable Hours (1.15). If the request to travel for a peak period has been made 12 days or greater in advance the peak surcharge will be waived.

Peak travel days are defined as all US Federal Holidays and 3 days including before and after said holiday. "Peak Travel Days" are designated at the beginning of every calendar year. A list of Peak Travel Days in effect of this Agreement is set forth on Schedule A. Recovery aircraft for Peak periods is subject to availability.

12. **International Reservations.** All international flights must be requested at least seven (7) days prior to the scheduled departure time to ensure aircraft availability. All international flights must either begin or end in the continental United States. If a customs stop is required, it will be billed as an additional cost.

International Fees: For flights to/from the United States and qualifying international locations, there will be a 25% premium on the applicable hourly rate for non-Peak Travel Days and a 35% premium for travel on Peak Travel Days. Flights to/from non-qualifying locations will be subject to pricing, availability, and cancellation terms based on current market conditions.

13. **Authorized Users.** Flight requests will be considered valid for all communications received through known and previously utilized Member email addresses, and all Authorized Personnel acting on behalf of Member. Authorized Personnel may be submitted by email, or in writing. Jet Agency representatives will take reasonable actions to confirm and/or assume valid identity of Member communication based solely on Jet Agency discretion. Jet Agency is not liable for false or misleading flight requests generated from previously known-good Member communication channels and/or reasonable assured communications from new email addresses. Member and/or assignees bear full responsibility for flight request charges made by Member, persons masquerading as Member, authorized flight request personnel provided by Member, and persons masquerading as Authorized Personnel.
14. **Shared Access.** By written notice, Member may authorize up to four additional individuals to access the Member's account in the program. The Member and up to four additional persons authorized by the Member in writing are referred to in this Agreement as "Authorized Users". The Member will be responsible for the payment of all amounts incurred by all Authorized Users in connection with the

Program.

15. **Designated Beneficiary.** Member shall have the right to designate a Beneficiary to whom benefits under this membership shall be transferred in the event of Member's death prior to complete utilization of the Member's Account balance. Beneficiary designation shall be submitted by email, or in writing, during the Member's lifetime.
16. **Concierge Services.** Services are available 24 hours per day and 365 days per year. Concierge requests must be made to Jet Agency flight at least 24 hours in advance.

Standard Terms and Conditions

These Terms and Conditions form a part of the Membership Packet executed by Member, and all references herein to the Membership Packet and its associated documents shall be deemed to include these Terms and Conditions. In addition, all travel and other services arranged by Jet Agency on behalf or request of Member shall be subject to, and governed by, the Membership Packet. In addition, all travel and other services arranged by Jet Agency on behalf or request of Member shall be subject to, and governed by, the Membership Agreement between Jet Agency and Member. The Membership Agreement is incorporated by reference in its entirety into these Terms and Conditions and deemed a part hereof.

1. **Acknowledgment.** Member acknowledges that no person or entity has made any promise, representation or warranty whatsoever, express or implied, not contained herein or in the Membership Packet concerning the subject matter hereof, to induce them to become a Member, and acknowledging that they have not become a Member or otherwise entered into the Customer Agreement in reliance on any such promise, representation or warranty not contained herein or in the Membership Packet, and further acknowledge that there are no other agreements or understandings between the parties hereto that are not contained herein and in the Membership Packet.
2. **Engagement.** Member hereby engages Jet Agency to act on its behalf as a broker to arrange for air charter services from one or more third-party air carriers certificated by the Federal Aviation Administration ("FAA") under Part 119 of the Federal Aviation Regulations ("FAR") conducting on-demand air charter operations under Part 135 of the FAR (the "Charter Operator"). Member acknowledges and agrees that, for all services rendered by Jet Agency under this Agreement, Jet Agency is an Air Charter Broker acting as an Indirect Air Carrier to arrange flights on behalf of its clients. Further, Member understands, acknowledges and agrees that Jet Agency is not a certificated air carrier and does not hold itself out as an air carrier.
3. **Billable Hours.**
 - a. The Base Billable Hours for any legs that depart and arrive from airports within the Primary Service Area of the 48 contiguous states defined in Schedule C, the per leg minimum flight time shall be 1.2 on Very Light aircraft, 1.7 on Light and Midsize aircraft, 2 Hours on Super Midsize aircraft, and 3 Hours on Heavy aircraft.

- b. If the Billable Hours for a Trip exceed the remaining balance of hours in the Member Account the Member shall, prior to the initial Leg of the Trip, (I.) Buy an additional 25 hour Membership to cover the "Overage Hours"; or (II.) Pay the difference between the remainder of the Member Hours (fixed aircraft rate multiplied by the remaining hours on account) and the current Charter rate.
 - c. Final billable hours are based upon the last estimated flight time provided on the Member's final itinerary which will be sent approximately 24 hours prior to departure. In the event the Member receives a complimentary upgrade, the final billable flight time will be based upon the final estimated flight time of the aircraft category booked.
- 4. **Round Trip.** A trip will be deemed as a Round Trip should it meet the following:
 - a. Begin and end in the same airport.
 - b. Each leg meets the minimum flight time of the type of aircraft.
 - c. Round Trip flight requests must be submitted to Jet Agency with at least 120 hours notice prior to requested departure.
 - d. Have a total amount of Total Billable Hours equal to at least the number of days from the initial departure to the final arrival of the trip multiplied by the leg minimum of the specific aircraft category flown (ex. a trip with a total of 3 days between departure and return will need to be greater in total flight time than 4.5 hours (1.5 leg minimum x 3 days = 4.5)). Round Trip bookings are cancelable without penalty if canceled greater than 5 days prior to departure.
- 5. **Payment for Travel Services.** Member authorizes Jet Agency and its affiliates to automatically charge members Credit Card on file for any and all of the fees and charges for and/or in connection with each Jet Agency travel and client services requested by Member.
- 6. **Credit Card.** Member will be responsible and will be invoiced for other charges that may occur such as, any catering ordered, any ground transportation arranged and possible de-icing fees in the event of inclement weather. Member may choose to pay for such invoices as they arise on the Member Credit Card. Please note that any invoices that are paid via credit card will be subject to a 5% surcharge. Surcharges can be avoided by paying these invoices with a wire.
- 7. **Reservations.** All requests for service are subject to confirmation from Jet Agency and acceptance by the Charter Operator. Upon receipt of a flight request and acceptance by Jet Agency, Member will be delivered a confirmation ("Charter Confirmation") by email from Jet Agency including a confirmation number, and specifying the date(s) and departure time(s) of travel, flight segments arranged at Member's request, aircraft type and other requests specified by Member when requesting the flight. Upon Jet Agency's receipt of flight request from Member, the Confirmation, including these Terms and Conditions, becomes a legal, binding and enforceable contract. The Confirmation will be category specific. Should circumstances require the use of a different aircraft type, the cost of the requested flight(s) may change. In the event that aircraft requires unforeseen mechanical maintenance prior to departure, Jet Agency reserves the right to provide a replacement aircraft within 4 hours following scheduled departure time. Member shall be advised of any such changes as soon as that information becomes known to Jet Agency.

8. **Hangar and De-Icing Charges.** If the Operator determines, in its sole discretion, that it is prudent to use an aircraft hangar to avoid de-icing charges and/or inclement weather, Member will pay the actual cost of such hangar charge or rental. In the event the pilot-in-command of the aircraft determines that aircraft de-icing is appropriate before a flight, including a positioning flight to Member's selected departure location, Member shall be responsible for the cost of such de-icing. If Member refuses to accept financial responsibility for all deicing charges, the flight(s) will be deemed canceled by Member and will be subject to a cancellation fee of 100%.
9. **High Density Traffic Airports (HDA).** High density traffic airports are defined as airports with the most demand for arrivals and departures in a given period. These airports incur elevated fees and charges. Any airport that is designated as a high density airport by Jet Agency will have a \$750 High Density Airport fee added to each leg arriving or departing from these airports. The current list of the Jet Agency high density airports will be supplied upon request.
10. **FBO Selection.** All fixed base operators (FBOs) will be selected by the Charter Operator and/or Jet Agency and listed on the Flight Confirmation. The member will be responsible for any fees associated with requesting a different FBO.
11. **Catering and Ground Transportation.** Member agrees that any catering and ground transportation requested by Member and arranged by Jet Agency shall be subject to a 20% administrative charge, Cancellations will be subject to a cancellation fee of 100%.
12. **Cancellation Charges.** Flights are fully cancelable as long as the cancellation is made more than 5 days prior to the scheduled departure date. No cancellation charges or fees will apply for flights canceled more than 5 days in advance.
 - a. Flights canceled within 5 days of the scheduled departure date may be subject to cancellation charges up to 100% of the flight cost. The amount of the cancellation charge, if any, will be at Jet Agency's discretion and will be based on various factors, including but not limited to, the cancellation charges assessed by the air carrier and any non-refundable fees incurred.
 - b. Miscellaneous Cancellations. Members are also subject to a 100% cancellation fee as set forth below in paragraphs 9 through 14, inclusive.
13. **No Show Policy and Member Delays.** A Member no-show will be charged the full amount of the Billed Hours. If Member is one (1) hour late for a scheduled departure and has not notified Jet Agency of the delay, Member will be considered a no-show and the Charter Operator may elect to depart, the flight(s) will be deemed to have been Canceled by Member, and neither Jet Agency nor the Charter Operator will have any further responsibility or liability to Member. If Member notifies Jet Agency, in advance, of that Member's arrival will be delayed but that Member will arrive within one (1) hour after the originally scheduled departure, Jet Agency and/or the Charter Operator will make commercially reasonable efforts to delay the departure and such rescheduled departure time will become the new scheduled departure time. Member understands, acknowledges and agrees that a delay in departure may not be possible due to factors such as legally required crew duty time limitations and aircraft scheduling. Member shall be responsible for any additional charges required to return the aircraft to its originally scheduled itinerary and also shall be responsible for any charge for any substitute aircraft that Member may request. As a result of either a no-show or Member delay, Member may be

responsible for additional crew travel or overtime charges as well as aircraft waiting time charges of \$500 per hour for each hour or fraction thereof that the aircraft remains on standby awaiting Member's arrival.

14. **Baggage.** Neither Jet Agency nor the Charter Operator is responsible for shipping excess or rejected baggage. If Member tenders baggage that cannot be properly stored in the aircraft's designated baggage area or which exceeds the allowable weight for baggage, Jet Agency will take commercially reasonable steps to assist Member in shipping such items at Member's sole expense. In the event Member rejects the scheduled aircraft because of baggage capacity, Member will be deemed to have Canceled the flight(s) and will be subject to a cancellation fee of 100%.
15. **Documentation and Security.** All passenger information, including full legal names and birth dates, must be provided to Jet Agency at least 24 hours before departure for domestic flights and 72 hours before departure for international flights. A valid government-issued ID is required for any passenger over 18 years of age. In the event any Member-supplied security information or travel documentation is in error or invalid, Member is solely responsible for any governmental fines or penalties. Member acknowledges and agrees that any discrepancy in passenger information or documentation may cause departure delays or flight cancellations which are the sole responsibility of Member. If any passenger under the age of 18 is traveling with only one parent or legal guardian, the other parent or legal guardian must submit to Jet Agency, at least 72 hours before departure, a notarized statement authorizing the travel and releasing Jet Agency and air carrier from any liability. Failure of Member to provide passenger information as required or any failure of a passenger to present to the crew a valid government-issued ID or any required travel shall be considered a flight(s) cancellation by Member and be subject to a 100% cancellation fee.
16. **Pets.** Pets may accompany Members on Jet Agency flights. Jet Agency will need to be informed of the number and size of the pet/s when requesting a flight. The Member also agrees to be liable for any cleaning costs incurred or aircraft damage caused by the pet.
17. **Weapons.** Jet Agency must be notified at time of booking if weapons are to be carried on a charter flight. For domestic flights and flights to Canada, certain firearms are permitted onboard as long as they are transported in accordance with applicable regulations of the United States Transportation Security Administration (TSA) and/or Transport Canada (TC). Failure to provide Jet Agency with the required advance notice of the carriage of weapons may result in a flight cancellation and subject Member to a cancellation fee of 100%. Carriage of undeclared weapons may result in fines or penalties levied by TSA and/or TC. Member agrees to indemnify and hold harmless Jet Agency and any Charter Operator for such fines or penalties.
18. **Hazardous Materials.** The air carriers used by Jet Agency generally are not approved to transport dangerous good or hazardous materials (e.g., explosives, munitions, flammable articles, illegal drugs), with the exception of certain allowed items. A list of such allowed items is available from Jet Agency upon request. No baggage or goods will be carried when, in the judgment of the pilot-in command, such goods or baggage (a) might endanger the aircraft, persons or property; (b) might be likely to be damaged by air carriage; (c) are unsuitably packaged for transport; (d) are improperly or inadequately labeled; or (e) the carriage of such goods or baggage might violate the regulations of any country, state, or region flown into, out of or over. Failure to notify Jet Agency of any proposed transportation

of hazardous materials may result in flight cancellation and subject Member to a 100% cancellation fee.

19. **Safety of Operation.** Member hereby acknowledges and agrees that the Charter Operator(s) and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation and termination of flights. Member shall indemnify and hold Jet Agency, and its members, employees, attorneys, consultants, agents and/or affiliates, harmless against any and all damages, losses, liability, suits, actions, demands, causes of actions and proceedings, together with expenses related thereto, sustained by Member as a result of or arising out of the actions of third-party air charter carriers, including Jet Agency vendors, agents, associates, assigns and employees, with regard to safety of charter air travel for Member.
20. **Acknowledgment of Responsibility for Operations.** Member acknowledges and agrees that Jet Agency is acting solely as a broker, that Jet Agency is not an air carrier, and Jet Agency is not operating the on-demand air carrier flights in question. Member authorizes Jet Agency to arrange for on-demand air carrier flight(s) as requested by Member. Member understands and agrees that the on-demand air carriers providing air transportation to Member have sole responsibility, liability, and control of all aspects of the aircraft charter services being provided, including without limitation, aircraft availability and pricing, the commencement, continuation and termination of on-demand flights, the operation, regulation, and condition and safety of the flight, passengers, baggage, cargo and other people and events associated with Member's air travel, such as crew performance and catering services. Member agrees it will timely provide Jet Agency with any information required by the Charter Operator, including, without limitation, the names and passport information of all prospective passengers. In the event the Flight Confirmation or itinerary includes one or more destinations outside the United States, Member shall be solely responsible for obtaining any required travel documentation for all passengers, including, without limitation, valid passports and visas.
21. **Damage or Excessive Wear.** Member agrees to be solely responsible for and indemnify Jet Agency against any costs resulting from damage or excessive wear to an aircraft as the result of the actions of Member, Member's passengers or Member/passenger baggage, ordinary wear and tear excluded. Such costs may include the cost of loss of use of the aircraft while repairs are made.
22. **Smoking.** Smoking or vaping is not permitted on any charter flights without the prior written approval from Jet Agency. If smoking is approved, Member will be responsible for the cost of any additional cleaning fees for the aircraft.
23. **Force Majeure.** Jet Agency will not be deemed to be in breach of its obligations hereunder or be liable for any delay, cancellation, or damage arising, in whole or in part, from any act of God, acts of nature, acts of civil or military authority, strike or labor dispute, crew rest, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of Jet Agency or the Charter Operator.
24. **Regulations.** This agreement is subject to all applicable rules, regulations, approvals, and certifications of the FAA and Department of Transportation (DOT) which now or hereafter may be imposed or required.

25. **Damages.** (a) Neither the air carriers Jet Agency selects and/ or associates with on behalf of Member nor Jet Agency itself shall have liability or responsibility for delay, cancellation or failure to furnish any service to be provided when such failure is caused by mechanical difficulty, weather conditions, airport time slots, acts of God, war, civil commotion, strikes or labor disputes, government regulation, law, rule or authority, or any causes beyond their reasonable respective control. (b) Member assumes all liability and responsibility for safety, schedule, baggage, cargo, business and personal activities and financial ramifications, if any, associated with Member's air reservations and travel arranged by Jet Agency and performed by third-party air charter carriers. (c) Member and its agents, guests, passengers or any employees, if applicable, shall not engage in or possess any substance or allow any cargo to contain any substance which may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted by Member by Jet Agency. Any damages, including without limitation, fines, penalties or forfeitures, incurred by or imposed upon Jet Agency and/or its third-party air charter carriers as a result of Member engaging in prohibited acts shall be borne by Member. (d) Jet Agency makes no representations or warranties of any kind, either express or implied, as to any matter related in any manner to implied warranties of fitness for a particular purpose, merchantability or otherwise. (e) If Member's itinerary involves an ultimate destination or stop in a country other than the country of departure, the Warsaw and Montreal Conventions may be applicable and such Convention(s) govern, and in most cases limit, liability for death or personal injury and for loss of or damage to baggage. (f) Member shall indemnify and hold harmless Jet Agency, its affiliates and all of their officers, directors, employees, legal representatives and other agents, successors and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the Indemnified Parties as a result of the services performed hereunder on its behalf. (g) MEMBER AGREES THAT IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO MEMBER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOST PROFITS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF Jet Agency HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (h) MEMBER AGREES THAT THE AGGREGATE LIABILITY OF ALL OF THE INDEMNIFIED PARTIES, TAKEN AS A WHOLE, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, INDEMNITY, TORT, OR OTHERWISE) IN ANY WAY CONNECTED TO MEMBER'S USE OF V1 JETS' SERVICES WILL NOT EXCEED TEN PERCENT OF THE AMOUNT PAID BY MEMBER FOR THE FLIGHT OR FLIGHTS IN QUESTION. (i) NONE OF THE INDEMNIFIED PARTIES WILL HAVE ANY TORT, CONTRACT OR ANY OTHER LIABILITY TO MEMBER AND/OR ANY THIRD PARTY FOR ANY LOSSES INCLUDING BUT NOT LIMITED TO ORDINARY OR DIRECT DAMAGES ARISING IN CONNECTION WITH MEMBER'S USE OF ANY THIRD PARTY SERVICES ARRANGED OR OTHERWISE PROCURED HEREUNDER OR THE ADEQUACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF ANY SUCH SERVICES. (j) MEMBER WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY ANY OF THEM BY REASON OF ANY ACTION OR OMISSION OF MEMBER, ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND/OR GUESTS, AND ANY OF THEM. MEMBER AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY MEMBER, AND/OR MEMBER'S EMPLOYEES, REPRESENTATIVES, AGENTS AND GUESTS, AND ANY OF THEM AS WELL AS FOR ANY PETS OR OTHER LIVING CREATURES BROUGHT ONTO ANY SUCH AIRCRAFT THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE RULES REGULATIONS, APPROVALS AND CERTIFICATIONS IN EFFECT FROM TIME TO TIME INCLUDING, BUT NOT LIMITED TO, THOSE

PROMULGATED BY THE FEDERAL AVIATION ADMINISTRATION WHICH NOW OR HEREAFTER MAY BE IMPOSED.

26. **Lack of Representations and Warranties.** Neither Jet Agency nor any of its officers, directors, employees, agents, representatives and affiliates makes any representations or warranties of any kind, either expressed or implied, as to or regarding (i) any air carrier or other third party providing services arranged by Jet Agency pursuant to this Agreement or (ii) any aircraft used or operated by any such air carrier. Each of Jet Agency and its officers, directors, employees, agents, representatives and affiliates hereby disclaims all other representations and warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose or arising out of course of dealing, course of performance or usage in trade.
27. **Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the law of the State of Florida without reference to the conflict of laws principles thereof.
28. **Consent to Jurisdiction.** Any action or other proceeding arising directly, indirectly, or otherwise in connection with, out of, related to, or from the Membership Agreement, any breach thereof, or any transaction covered thereby, shall be resolved, whether by arbitration or otherwise, within the State of Florida. Accordingly, Member consents and submits to the personal jurisdiction of the federal and state courts and any applicable arbitral body located within the State of Florida. Any such action or proceeding brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Membership Agreement shall be brought by such party exclusively in the federal or state courts, or if appropriate before any applicable arbitral body, located within the State of Florida. Member hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which Member may now or hereafter have to the laying of venue of such proceeding brought in such a court or arbitral body and any claim that any such proceeding brought in such a court or arbitral body has been brought in an inconvenient forum. Member will indemnify Jet Agency and each of its officers, directors, employees, agents and affiliates against, and hold each of them harmless from, any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants' or experts' fees and disbursements) that may be imposed on, incurred by or asserted against any of them or that may otherwise arise out of acts performed or omitted, in connection with the provisions of this Standard Terms and Conditions or the Membership Packet, as the same may be amended, modified or supplemented from time to time in accordance herewith or therewith by any of Jet Agency, its officers, directors, employees, agents and/or affiliates, or any of them, except for any liability or expense directly arising out of the gross negligence or willful misconduct of Jet Agency.
29. **Optional Arbitration.** Notwithstanding anything contained in the Membership Agreement, the Membership Packet or herein to the contrary, Jet Agency may in its sole discretion elect to submit any claims, controversies and/or disputes of any nature whatsoever arising out of or related in any way to the Standard Terms and Conditions, the Membership Packet or any breach or alleged breach hereof or thereof, and whether initiated by Jet Agency or Member, to binding arbitration in the State of Florida and Member agrees to be irrevocably bound by any such election made by Jet Agency. The arbitration shall be conducted before one arbitrator pursuant to the commercial arbitration rules then in effect of the American Arbitration Association, applying the laws of the State of California. Any award rendered

in the arbitration shall be final and binding, and judgment may be entered on it in any court having jurisdiction to do so.

30. **Entire Agreement.** The Membership Agreement, including the schedules, exhibits and attachments thereto, together with these Terms and Conditions and the Membership Agreement incorporated by reference herein, collectively contain the entire agreement of the parties with respect to Member's membership and supersede all existing and all other communications (oral, written or in any other form) between Member and Jet Agency (and its officers, directors, employees, representatives, agents and affiliates) concerning this subject matter. Member acknowledges that he or she has not been induced to enter into the Membership Agreement by any representation or warranty made by or on behalf of Jet Agency and not set forth in such Agreement. Notices hereunder shall be deemed to have been given as of the date so delivered, e-mailed, faxed or mailed.
31. **Partial Invalidity.** If any provision of the Membership Packet (or any portion thereof) is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of such Agreements will not in any way be affected or impaired thereby and shall be carried out as if such invalid provision were not contained therein.
32. **No Waiver.** No provision of, right, power or privilege under the Membership Packet shall be deemed to have been waived by any act, delay, omission or acquiescence on the part of any party, its agents employees, but only by an instrument in writing signed by an authorized representative of such party. No waiver by any party of any breach or default of any provision of the Membership Packet by the other party shall be effective as to any other breach or default.
33. **Assignment.** Without the prior written consent of Jet Agency, Member shall not assign, delegate or transfer the Membership Agreement or any of Member's rights, duties, obligations or interests thereunder, nor shall any right of Member to any benefit or payment thereunder be subject to any manner of alienation or assignment. Jet Agency may assign, delegate or transfer this Agreement and all of its rights and obligations under the Membership Packet to any business entity controlled by Jet Agency or which at any time by merger, consolidation or otherwise acquires all or substantially all of the assets or business of Jet Agency or to which Jet Agency transfers all or substantially all of its assets or business. Upon such assignment, delegation or transfer any such business entity shall be deemed to be substituted for all purposes for Jet Agency hereunder.
34. **Headings.** The headings in these Terms and Conditions are intended for convenience of reference and will not affect their interpretation.
35. **Notices.** Notices to Member shall be made to the last known address on the records of Jet Agency or any other address Jet Agency reasonably believes to be a current or proper address. Notices to Jet Agency shall be made to its then current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc.

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SCHEDULE A

2024 PEAK TRAVEL DAYS

January 15th 2024	MLK Day
February 17th, 2024 - February 21nd, 2024	President's Day
March 28th, 2024 - April 2nd, 2024	Easter
May 24th, 2024 - May 28th, 2024	Memorial Day
July 1st, 2024 - July 7th, 2024	Independence Day
August 30th, 2024 - September 3th, 2024	Labor Day
November 26st, 2024 - December 1st, 2024	Thanksgiving
December 22st, 2024 - January 2, 2025	Christmas & NYE

SCHEDULE B

National Jet Fuel Pricing

	Date	Price
National Jet Fuel Average *	November 7, 2024	\$3

*** Priced using the AIRNAV National Average found at airnav.com**

Aircraft Classifications

Very Light Jet	Cessna Citation (Mustang, M2, CJ) Cirrus Vision Jet Embraer Phenom 100 Eclipse 500/550 Honda HA-420 HondaJet Or similar jet aircraft seating 4 passengers
Light Jet	Hawker 400XP Beechiet 400A Citation (Encore, Encore +, Bravo, CJ1, CJ2, CJ3, CJ4, V, Ultra) Lear (31, 35, 40, 45) Premier I/IA Phenom 300 Or similar jet aircraft seating 6 passengers
Midsized Jet	Hawker (800XP, 850XP, 900XP) Citation (Excel, XLS) Gulfstream (100, 150) Lear (60, 60XR) Or similar jet aircraft seating 7 passengers
Super Midsized Jet	Citation (Sovereign, Latitude, Longitude, CX) Falcon (50, 50EX) Hawker 1000 Gulfstream (G200, G280) Challenger (300, 350) Or similar jet aircraft seating 8 passengers
Heavy Jet	Gulfstream (IV, IV-SP) Falcon (2000, 2000EX, 2000DX, 2000Easy, 900, 900DX, 900EX, 900Easy) Challenger (601, 604, 605, 850) Embraer Legacy (600, 650) Or similar jet aircraft seating 10+ passengers

ADDENDUM TO JET AGENCY AGREEMENT

The undersigned parties to the Jet Agency Jet Card Program Agreement dated **November 14, 2024**, by and between **kmG Hauling, Inc.**, ("Member"), and Jet Agency Global, LLC Jet Agency ("Jet Agency"), hereby mutually agree to amend said Agreement as follows:

Should Member purchase **25 Hours** of the Jet Agency Light Jet Access program, Jet Agency will grant the following addition to the Membership Agreement:

- 1.5 hour minimum on lights & mids

\$200 off per hour

\$250 catering allowance on each flight

Rates locked in for 2 years

PAYMENT APPROVED: \$50K in NOV.....\$50K in DEC....and remaining balance \$63,875 by January 3, 2025

All other terms and conditions of the Jet Agency Jet Card Program Agreement remain the same.

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Membership Packet Agreement

"Agreement" collectively means this Agreement, the Membership Benefits document, the Aircraft Classifications document, the Membership Agreement, the Standard Terms and Conditions, addendum to Jet Agency Agreement, and any schedules and exhibits attached hereto, "Member" as the undersigned below, "Jet Agency" as Jet Agency Global, LLC Jet Agency, a limited liability company located at 780 5th Ave S Suite 200 Naples, FL 34102, Member and Jet Agency collectively known as "Parties".

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the data and year set forth below.

JET AGENCY GLOBAL, LLC

Date

November 14, 2024

Authorized Representative Name

Jordan Brown

Authorized Representative Title

Managing Partner

Authorized Representative Signature

Jordan Brown

MEMBER

Date

11/8/2024

Member Name

HUGO GARCIA

Member Signature

DocuSigned by:

HUGO GARCIA

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Exhibit B

JET AGENCY

Jet Agency Membership

Thank you for your interest in the Jet Agency Membership.

As a valued member of our Membership, you are eligible for exclusive benefits with all flights booked through Jet Agency.

Membership and its benefits are fully described within the following documents herein together referred to as the Membership Packet.

Membership Agreement

Operational guidelines for the Membership

Standard Terms and Conditions

Further details regarding the Membership

Aircraft Classifications

Specific aircraft types related to your account

Peak Travel Days

Travel days for which additional conditions apply

Addendum to Jet Agency Agreement

Items that may differ from the Base Membership Agreement

Begin enjoying your additional flight benefits immediately by signing and returning the Membership Packet. Your membership becomes effective on the date of this Agreement following funding of the selected Membership level.

Membership Name

kmG Hauling, Inc

Membership Level

Super Midsize Jet

Membership Hours

15

Membership Activation Date

April 15, 2025

Membership Deposit

\$150,825

Membership Agreement

The undersigned ("Member") and Jet Agency Global, LLC Jet Agency ("Jet Agency") agree to the following terms and conditions, as well as Member also agrees to the terms and conditions set forth in the Membership Agreement, Schedules A and B, Aircraft Classifications document, and Standard Terms and Conditions document attached hereto, collectively referred to as the Membership Packet. Member acknowledges that the Membership Packet becomes effective upon Jet Agency receipt of the Initial Payment set forth below.

1. **Fees and Payment.** The Initial Payment for membership ("Member Account") is due upon execution of this Agreement. Payment amount is determined by level of participation, as shown below:

	Hourly	Membership Pricing
Jet Agency 15 Hour Light Jet Access	\$6,895	\$103,425
Jet Agency 15 Hour Midsize Jet Access	\$8,750	\$131,250
Jet Agency 15 Hour Super Midsize Jet Access	\$10,055	\$150,825
Jet Agency 15 Hour Heavy Jet Access	\$12,200	\$183,000

*** Pricing above excludes FET and Segment Fees.**

2. **Flight Requests.** All domestic flight requests must be submitted to Jet Agency with at least 48 hours notice prior to requested departure and must include i) the total number of passengers that will be traveling, and ii) the preferred aircraft classification as per the Aircraft Classifications document contained herein. Flight requests must be made in written form and sent by email to a Jet Agency us betterflight representative. Upon receipt of a flight request from Member and acceptance of that request, Jet Agency will return a confirmation ("Flight Confirmation"). Flight requests are required to include the following minimum information:

- a. Departure city and/or airport code
- b. Destination city(s) and/or airport code
- c. One Way or Round Trip
- d. Departure date and time
- e. Return date and time
- f. Preferred aircraft category as per the aircraft classifications
- g. Passenger count

Non-Peak travel may be requested within 48 hours of the departure time. Non-peak flight requests received less than 48 hours from departure: Jet Agency will make every effort possible to accommodate flights requested less than 48 hours prior to departure with the following premiums:

- Flights requested less than 48 hours, but more than 24 hours, prior to departure will incur a premium surcharge of 20% in the form of billable hours (1.2 hours for every hour flown).

- Flights requested less than 24 hours, but more than 14 hours, prior to departure will incur a premium surcharge of 30% in the form of billable hours (1.3 hours for every hour flown).
 - Jet Agency will make every effort to accommodate all trip requests made with at least 14 hours' notice; however, such requests cannot be guaranteed.
3. **Flight Time Calculations.** All quoted flight times are calculated to the nearest 6 minutes compared to actual estimated flight times, plus 0.2 (or 12 minutes) taxi time. Minimum daily flight time charges are defined within the Terms and Conditions document and are subject to chosen program level. Final flight time calculations are based on the last estimated flight time provided on the Member's final itinerary which will be sent approximately 24 hours prior to departure.
 4. **Flight Modifications.** Jet Agency reserves the right to substitute aircraft of equal or larger capacity and equal or greater quality at any time for no additional expense to Member. Member shall be informed of any such change prior to flight.
 5. **Aircraft Categorization.** Member flight requests shall be made utilizing the aircraft categories defined with the Aircraft Classifications document ("Light Jet," "Midsize Jet," etc.) Jet Agency will provide an aircraft that meets or exceeds the size and quality for the specified category. Jet Agency, in its sole discretion, will make a best effort to provide Member with specific aircraft model preferences, subject to availability and wholesale pricing. All aircraft utilized within the Jet Agency Membership are ARG/US and/or Wyvern safety rated. Individual aircraft safety reports will be provided to Member on a per request basis.
 6. **Aircraft Interchange Flexibility.** Member may make use of Interchange (ability to book different categories of aircraft) without penalty. The hourly rate will be calculated by paying the difference in the contracted Member rate and the current category rate of the aircraft selected in the form of Billable Hours. Categorization for non-listed aircraft models is at the sole discretion of Jet Agency and shall be determined by the seating capacities and flight endurance guidelines listed herein.
 7. **Term.** Member Account balance (hours) is non-expiring if the Member remains active and in good standing. To remain active the Member must complete at least one trip in each 12 month period. The membership hourly rates listed in this agreement will be fixed for the first 365 days from the date of membership activation. Once the initial 365 day period has elapsed the member hourly rate will be adjusted to the then current hourly rate.
 8. **Upgrade Eligibility.** All program levels are eligible for free aircraft category upgrades based on availability.
 9. **Fuel Surcharge.** Fuel surcharges reflect possible adjustments for the difference between the set price of fuel for hourly operating costs and the actual fuel cost at time of flight and/or additional charges that may be set by the destination Fixed Base Operator ("FBO"). Fuel surcharges are calculated using the difference of the national average at the time of membership activation (as defined in Schedule B)

and the national average on day of departure (as determined by the AirNav.com national average). This difference is then multiplied by the estimated time of flight and the average burn rate of the actual aircraft flown. International Fuel surcharges are calculated using the current origin rate. Members can view this calculation upon request.

10. **Peak Day Premiums.** For travel on peak travel days, all itineraries, regardless of origin or destination, must be requested at least seven (7) days prior to scheduled departure time to ensure aircraft availability. Travel on peak days will incur a premium surcharge of 30% in the form of Billable Hours (1.3). Should the Member give Jet Agency greater than 7 days in advance to the day of departure the premium surcharge will be reduced to 15% in the form of Billable Hours (1.15). A 15% premium charge will be applied for all peak day travel arrangements. During peak travel times, we have a four-hour slide to accommodate the high demand. This means your departure time might need to be adjusted by up to four hours earlier or later than requested during the holidays.

Peak travel days are defined as all US Federal Holidays and 3 days including before and after said holiday. "Peak Travel Days" are designated at the beginning of every calendar year. A list of Peak Travel Days in effect of this Agreement is set forth on Schedule A. Recovery aircraft for Peak periods is subject to availability.

11. **International Reservations.** All international flights must be requested at least seven (7) days prior to the scheduled departure time to ensure aircraft availability. All international flights must either begin or end in the continental United States. If a customs stop is required, it will be billed as an additional cost.

International Fees: For flights to/from the United States and qualifying international locations, there will be a 25% premium on the applicable hourly rate for non-Peak Travel Days and a 35% premium for travel on Peak Travel Days. Flights to/from non-qualifying locations will be subject to pricing, availability, and cancellation terms based on current market conditions.

12. **Authorized Users.** Flight requests will be considered valid for all communications received through known and previously utilized Member email addresses, and all Authorized Personnel acting on behalf of Member. Authorized Personnel may be submitted by email, or in writing. Jet Agency representatives will take reasonable actions to confirm and/or assume valid identity of Member communication based solely on Jet Agency discretion. Jet Agency is not liable for false or misleading flight requests generated from previously known-good Member communication channels and/or reasonable assured communications from new email addresses. Member and/or assignees bear full responsibility for flight request charges made by Member, persons masquerading as Member, authorized flight request personnel provided by Member, and persons masquerading as Authorized Personnel.

13. **Shared Access.** By written notice, Member may authorize up to four additional individuals to access the Member's account in the program. The Member and up to four additional persons authorized by the Member in writing are referred to in this Agreement as "Authorized Users". The Member will be responsible for the payment of all amounts incurred by all Authorized Users in connection with the Program.

14. **Designated Beneficiary.** Member shall have the right to designate a Beneficiary to whom benefits under this membership shall be transferred in the event of Member's death prior to complete utilization of the Member's Account balance. Beneficiary designation shall be submitted by email, or in writing, during the Member's lifetime.
16. **Concierge Services.** Services are available 24 hours per day and 365 days per year. Concierge requests must be made to Jet Agency flight at least 24 hours in advance.

Standard Terms and Conditions

These Terms and Conditions form a part of the Membership Packet executed by Member, and all references herein to the Membership Packet and its associated documents shall be deemed to include these Terms and Conditions. In addition, all travel and other services arranged by Jet Agency on behalf or request of Member shall be subject to, and governed by, the Membership Packet. In addition, all travel and other services arranged by Jet Agency on behalf or request of Member shall be subject to, and governed by, the Membership Agreement between Jet Agency and Member. The Membership Agreement is incorporated by reference in its entirety into these Terms and Conditions and deemed a part hereof.

1. **Acknowledgment.** Member acknowledges that no person or entity has made any promise, representation or warranty whatsoever, express or implied, not contained herein or in the Membership Packet concerning the subject matter hereof, to induce them to become a Member, and acknowledging that they have not become a Member or otherwise entered into the Customer Agreement in reliance on any such promise, representation or warranty not contained herein or in the Membership Packet, and further acknowledge that there are no other agreements or understandings between the parties hereto that are not contained herein and in the Membership Packet.
2. **Engagement.** Member hereby engages Jet Agency to act on its behalf as a broker to arrange for air charter services from one or more third-party air carriers certificated by the Federal Aviation Administration ("FAA") under Part 119 of the Federal Aviation Regulations ("FAR") conducting on-demand air charter operations under Part 135 of the FAR (the "Charter Operator"). Member acknowledges and agrees that, for all services rendered by Jet Agency under this Agreement, Jet Agency is an Air Charter Broker acting as an Indirect Air Carrier to arrange flights on behalf of its clients. Further, Member understands, acknowledges, and agrees that Jet Agency is not a certificated air carrier and does not hold itself out as an air carrier.
3. **Billable Hours.**
 - a. The Base Billable Hours for any legs that depart and arrive from airports within the Primary Service Area of the 48 contiguous states defined in Schedule C, the per leg minimum flight time shall be 1.2 on Very Light aircraft, 1.5 on Light and Midsize aircraft, 2 Hours on Super Midsize aircraft, and 3 Hours on Heavy aircraft.
 - b. If the Billable Hours for a Trip exceed the remaining balance of hours in the Member Account the Member shall, prior to the initial Leg of the Trip, (I.) Buy an additional 25-hour Membership to cover the "Overage Hours"; or (II.) Pay the difference between the remainder of the Member

Hours (fixed aircraft rate multiplied by the remaining hours on account) and the current Charter rate.

- c. Final billable hours are based upon the last estimated flight time provided on the Member's final itinerary which will be sent approximately 24 hours prior to departure. In the event the Member receives a complimentary upgrade, the final billable flight time will be based upon the final estimated flight time of the aircraft category booked.
4. **Round Trip.** A trip will be deemed as a Round Trip should it meet the following:
 - a. Begin and end in the same airport.
 - b. Each leg meets the minimum flight time of the type of aircraft.
 - c. Round Trip flight requests must be submitted to Jet Agency with at least 120 hours notice prior to requested departure.
 - d. Have a total amount of Total Billable Hours equal to at least the number of days from the initial departure to the final arrival of the trip multiplied by the leg minimum of the specific aircraft category flown (ex. a trip with a total of 3 days between departure and return will need to be greater in total flight time than 4.5 hours (1.5 leg minimum x 3 days = 4.5)). Round Trip bookings are cancelable without penalty if canceled greater than 72 hours prior to departure.
5. **Payment for Travel Services.** Member authorizes Jet Agency and its affiliates to automatically charge members Credit Card on file for any and all of the fees and charges for and/or in connection with each Jet Agency travel and client services requested by Member.
6. **Credit Card.** Member will be responsible and will be invoiced for other charges that may occur such as, any catering ordered, any ground transportation arranged, and possible de-icing fees in the event of inclement weather. Member may choose to pay for such invoices as they arise on the Member Credit Card. Please note that any invoices that are paid via credit card will be subject to a 5% surcharge. Surcharges can be avoided by paying these invoices with a wire.
7. **Reservations.** All requests for service are subject to confirmation from Jet Agency and acceptance by the Charter Operator. Upon receipt of a flight request and acceptance by Jet Agency, Member will be delivered a confirmation ("Charter Confirmation") by email from Jet Agency including a confirmation number, and specifying the date(s) and departure time(s) of travel, flight segments arranged at Member's request, aircraft type and other requests specified by Member when requesting the flight. Upon Jet Agency's receipt of flight request from Member, the Confirmation, including these Terms and Conditions, becomes a legal, binding, and enforceable contract. The Confirmation will be category-specific. Should circumstances require the use of a different aircraft type, the cost of the requested flight(s) may change. In the event that the aircraft requires unforeseen mechanical maintenance prior to departure, Jet Agency reserves the right to provide a replacement aircraft within 4 hours following the scheduled departure time. Member shall be advised of any such changes as soon as that information becomes known to Jet Agency.
8. **Hangar and De-Icing Charges.** If the Operator determines, in its sole discretion, that it is prudent to use an aircraft hangar to avoid de-icing charges and/or inclement weather, Member will pay the actual cost of such hangar charge or rental. In the event the pilot-in-command of the aircraft determines that

aircraft de-icing is appropriate before a flight, including a positioning flight to Member's selected departure location, Member shall be responsible for the cost of such de-icing. If Member refuses to accept financial responsibility for all deicing charges, the flight(s) will be deemed canceled by Member and will be subject to a cancellation fee of 100%.

9. **High-Density Traffic Airports (HDA).** High-density traffic airports are defined as airports with the most demand for arrivals and departures in a given period. These airports incur elevated fees and charges. Any airport that is designated as a high-density airport by Jet Agency will have a \$750 high-density airport fee added to each leg arriving or departing from these airports. The current list of the Jet Agency high-density airports will be supplied upon request.
10. **FBO Selection.** All fixed base operators (FBOs) will be selected by the Charter Operator and/or Jet Agency and listed on the Flight Confirmation. The member will be responsible for any fees associated with requesting a different FBO.
11. **Catering and Ground Transportation.** Member agrees that any catering and ground transportation requested by Member and arranged by Jet Agency shall be subject to a 20% administrative charge. Cancellations will be subject to a cancellation fee of 100%.
12. **Special Event Fee.** For flights in and out of special events, there could be an additional fee due to high demand and shortage of ramp space. Examples of Special Events could be: The Kentucky Derby, The Masters, The Super Bowl, etc. It is billed at cost.
13. **Cancellation Charges.** Flights are fully cancelable as long as the cancellation is made more than 72 hours prior to the scheduled departure date. No cancellation charges or fees will apply for flights canceled more than 72 hours in advance.
 - a. Flights canceled within 72 hours of the scheduled departure date may be subject to cancellation charges up to 100% of the flight cost. The amount of the cancellation charge, if any, will be at Jet Agency's discretion and will be based on various factors, including but not limited to, the cancellation charges assessed by the air carrier and any non-refundable fees incurred.
 - b. Miscellaneous Cancellations. Members are also subject to a 100% cancellation fee as set forth below in paragraphs 9 through 14, inclusive.
14. **No Show Policy and Member Delays.** A Member no-show will be charged the full amount of the Billed Hours. If Member is one (1) hour late for a scheduled departure and has not notified Jet Agency of the delay, Member will be considered a no-show and the Charter Operator may elect to depart, the flight(s) will be deemed to have been Canceled by Member, and neither Jet Agency nor the Charter Operator will have any further responsibility or liability to Member. If Member notifies Jet Agency, in advance, of that Member's arrival will be delayed but that Member will arrive within one (1) hour after the originally scheduled departure, Jet Agency and/or the Charter Operator will make commercially reasonable efforts to delay the departure and such rescheduled departure time will become the new scheduled departure time. Member understands, acknowledges, and agrees that a delay in departure may not be possible due to factors such as legally required crew duty time limitations and aircraft scheduling. Member shall be responsible for any additional charges required to return the aircraft to its originally scheduled itinerary and also shall be responsible for any charge for any substitute

aircraft that Member may request. As a result of either a no-show or Member delay, Member may be responsible for additional crew travel or overtime charges as well as aircraft waiting time charges of \$500 per hour for each hour or fraction thereof that the aircraft remains on standby awaiting Member's arrival.

15. **Baggage.** Neither Jet Agency nor the Charter Operator is responsible for shipping excess or rejected baggage. If Member tenders baggage that cannot be properly stored in the aircraft's designated baggage area or that exceeds the allowable weight for baggage, Jet Agency will take commercially reasonable steps to assist Member in shipping such items at Member's sole expense. In the event Member rejects the scheduled aircraft because of baggage capacity, Member will be deemed to have canceled the flight(s) and will be subject to a cancellation fee of 100%.
16. **Documentation and Security.** All passenger information, including full legal names and birth dates, must be provided to Jet Agency at least 24 hours before departure for domestic flights and 72 hours before departure for international flights. A valid government-issued ID is required for any passenger over 18 years of age. In the event any Member-supplied security information or travel documentation is in error or invalid, Member is solely responsible for any governmental fines or penalties. Member acknowledges and agrees that any discrepancy in passenger information or documentation may cause departure delays or flight cancellations which are the sole responsibility of Member. If any passenger under the age of 18 is traveling with only one parent or legal guardian, the other parent or legal guardian must submit to Jet Agency, at least 72 hours before departure, a notarized statement authorizing the travel and releasing Jet Agency and air carrier from any liability. Failure of Member to provide passenger information as required or any failure of a passenger to present to the crew a valid government-issued ID or any required travel shall be considered a flight(s) cancellation by Member and be subject to a 100% cancellation fee.
17. **Pets.** Pets may accompany Members on Jet Agency flights. Jet Agency will need to be informed of the number and size of the pet/s when requesting a flight. The Member also agrees to be liable for any cleaning costs incurred or aircraft damage caused by the pet.
18. **Weapons.** Jet Agency must be notified at time of booking if weapons are to be carried on a charter flight. For domestic flights and flights to Canada, certain firearms are permitted onboard as long as they are transported in accordance with applicable regulations of the United States Transportation Security Administration (TSA) and/or Transport Canada (TC). Failure to provide Jet Agency with the required advance notice of the carriage of weapons may result in a flight cancellation and subject Member to a cancellation fee of 100%. Carriage of undeclared weapons may result in fines or penalties levied by TSA and/or TC. Member agrees to indemnify and hold harmless Jet Agency and any Charter Operator for such fines or penalties.
19. **Hazardous Materials.** The air carriers used by Jet Agency generally are not approved to transport dangerous goods or hazardous materials (e.g., explosives, munitions, flammable articles, illegal drugs), with the exception of certain allowed items. A list of such allowed items is available from Jet Agency upon request. No baggage or goods will be carried when, in the judgment of the pilot-in-command, such goods or baggage (a) might endanger the aircraft, persons, or property; (b) might be likely to be damaged by air carriage; (c) are unsuitably packaged for transport; (d) are improperly or inadequately labeled; or (e) the carriage of such goods or baggage might violate the

regulations of any country, state, or region flown into, out of or over. Failure to notify Jet Agency of any proposed transportation of hazardous materials may result in flight cancellation and subject Member to a 100% cancellation fee.

20. **Safety of Operation.** Member hereby acknowledges and agrees that the Charter Operator(s) and/or their pilots will be solely responsible for all decisions regarding safety determinations with respect to the commencement, operation, and termination of flights. Member shall indemnify and hold Jet Agency, and its members, employees, attorneys, consultants, agents, and/or affiliates, harmless against any and all damages, losses, liability, suits, actions, demands, causes of actions, and proceedings, together with expenses related thereto, sustained by Member as a result of or arising out of the actions of third-party air charter carriers, including Jet Agency vendors, agents, associates, assigns and employees, with regard to safety of charter air travel for Member.
21. **Acknowledgment of Responsibility for Operations.** Member acknowledges and agrees that Jet Agency is acting solely as a broker, that Jet Agency is not an air carrier, and Jet Agency is not operating the on-demand air carrier flights in question. Member authorizes Jet Agency to arrange for on-demand air carrier flight(s) as requested by Member. Member understands and agrees that the on-demand air carriers providing air transportation to Member have sole responsibility, liability, and control of all aspects of the aircraft charter services being provided, including without limitation, aircraft availability and pricing, the commencement, continuation, and termination of on-demand flights, the operation, regulation, and condition and safety of the flight, passengers, baggage, cargo and other people and events associated with Member's air travel, such as crew performance and catering services. Member agrees it will timely provide Jet Agency with any information required by the Charter Operator, including, without limitation, the names and passport information of all prospective passengers. In the event the Flight Confirmation or itinerary includes one or more destinations outside the United States, Member shall be solely responsible for obtaining any required travel documentation for all passengers, including, without limitation, valid passports and visas.
22. **Damage or Excessive Wear.** Member agrees to be solely responsible for and indemnify Jet Agency against any costs resulting from damage or excessive wear to an aircraft as the result of the actions of Member, Member's passengers, or Member/passenger baggage, ordinary wear and tear excluded. Such costs may include the cost of loss of use of the aircraft while repairs are made.
23. **Smoking.** Smoking or vaping is not permitted on any charter flights without prior written approval from Jet Agency. If smoking is approved, Member will be responsible for the cost of any additional cleaning fees for the aircraft.
24. **Force Majeure.** Jet Agency will not be deemed to be in breach of its obligations hereunder or be liable for any delay, cancellation, or damage arising, in whole or in part, from any act of God, acts of nature, acts of civil or military authority, strike or labor dispute, crew rest, mechanical failure, lack of essential supplies or parts or for any cause beyond the direct control of Jet Agency or the Charter Operator.
25. **Regulations.** This agreement is subject to all applicable rules, regulations, approvals, and certifications of the FAA and Department of Transportation (DOT) which now or hereafter may be imposed or required.

26. **Damages.** (a) Neither the air carriers Jet Agency selects and/ or associates with on behalf of Member nor Jet Agency itself shall have liability or responsibility for delay, cancellation, or failure to furnish any service to be provided when such failure is caused by mechanical difficulty, weather conditions, airport time slots, acts of God, war, civil commotion, strikes or labor disputes, government regulation, law, rule or authority, or any causes beyond their reasonable respective control. (b) Member assumes all liability and responsibility for safety, schedule, baggage, cargo, business and personal activities, and financial ramifications, if any, associated with Member's air reservations and travel arranged by Jet Agency and performed by third-party air charter carriers. (c) Member and its agents, guests, passengers, or any employees, if applicable, shall not engage in or possess any substance or allow any cargo to contain any substance that may result in the seizure or forfeiture, or unsafe operation of the aircraft used in the charter contracted by Member by Jet Agency. Any damages, including without limitation, fines, penalties, or forfeitures, incurred by or imposed upon Jet Agency and/or its third-party air charter carriers as a result of Member engaging in prohibited acts shall be borne by Member. (d) Jet Agency makes no representations or warranties of any kind, either express or implied, as to any matter related in any manner to implied warranties of fitness for a particular purpose, merchantability, or otherwise. (e) If Member's itinerary involves an ultimate destination or stop in a country other than the country of departure, the Warsaw and Montreal Conventions may be applicable and such Convention(s) govern, and in most cases limit, liability for death or personal injury and for loss of or damage to baggage. (f) Member shall indemnify and hold harmless Jet Agency, its affiliates, and all of their officers, directors, employees, legal representatives, and other agents, successors, and assigns (the "Indemnified Parties") from and against any and all liabilities, losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any of the Indemnified Parties as a result of the services performed hereunder on its behalf. (g) MEMBER AGREES THAT IN NO EVENT WILL ANY OF THE INDEMNIFIED PARTIES BE LIABLE TO MEMBER AND/OR ANY THIRD PARTY, REGARDLESS OF THE FORM OF ACTION, FOR ANY LOST PROFITS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER, EVEN IF Jet Agency HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. (h) MEMBER AGREES THAT THE AGGREGATE LIABILITY OF ALL OF THE INDEMNIFIED PARTIES, TAKEN AS A WHOLE, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, INDEMNITY, TORT, OR OTHERWISE) IN ANY WAY CONNECTED TO MEMBER'S USE OF V1 JETS' SERVICES WILL NOT EXCEED TEN PERCENT OF THE AMOUNT PAID BY MEMBER FOR THE FLIGHT OR FLIGHTS IN QUESTION. (i) NONE OF THE INDEMNIFIED PARTIES WILL HAVE ANY TORT, CONTRACT OR ANY OTHER LIABILITY TO MEMBER AND/OR ANY THIRD PARTY FOR ANY LOSSES INCLUDING BUT NOT LIMITED TO ORDINARY OR DIRECT DAMAGES ARISING IN CONNECTION WITH MEMBER'S USE OF ANY THIRD PARTY SERVICES ARRANGED OR OTHERWISE PROCURED HEREUNDER OR THE ADEQUACY, TIMELINESS, COMPLETENESS, RELIABILITY, PERFORMANCE OR CONTINUED AVAILABILITY OF ANY SUCH SERVICES. (j) MEMBER WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE INDEMNIFIED PARTIES AGAINST ANY LOSS, DAMAGE OR EXPENSE INCURRED BY ANY OF THEM BY REASON OF ANY ACTION OR OMISSION OF MEMBER, ITS EMPLOYEES, REPRESENTATIVES, AGENTS AND/OR GUESTS, AND ANY OF THEM. MEMBER AGREES TO PAY FOR ANY DAMAGE TO THE CHARTER AIRCRAFT CAUSED BY MEMBER, AND/OR MEMBER'S EMPLOYEES, REPRESENTATIVES, AGENTS AND GUESTS, AND ANY OF THEM AS WELL AS FOR ANY PETS OR OTHER LIVING CREATURES BROUGHT ONTO ANY SUCH AIRCRAFT THIS AGREEMENT IS SUBJECT TO ALL APPLICABLE RULES REGULATIONS, APPROVALS AND CERTIFICATIONS IN EFFECT FROM TIME TO TIME INCLUDING, BUT NOT LIMITED TO, THOSE

PROMULGATED BY THE FEDERAL AVIATION ADMINISTRATION WHICH NOW OR HEREAFTER MAY BE IMPOSED.

27. **Lack of Representations and Warranties.** Neither Jet Agency nor any of its officers, directors, employees, agents, representatives, and affiliates makes any representations or warranties of any kind, either expressed or implied, as to or regarding (i) any air carrier or other third party providing services arranged by Jet Agency pursuant to this Agreement or (ii) any aircraft used or operated by any such air carrier. Each of Jet Agency and its officers, directors, employees, agents, representatives, and affiliates hereby disclaims all other representations and warranties, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or arising out of the course of dealing, course of performance or usage in trade.
28. **Governing Law.** The Membership Agreement shall be governed by and construed in accordance with the law of the State of Florida without reference to the conflict of laws principles thereof.
29. **Consent to Jurisdiction.** Any action or other proceeding arising directly, indirectly, or otherwise in connection with, out of, related to, or from the Membership Agreement, any breach thereof, or any transaction covered thereby, shall be resolved, whether by arbitration or otherwise, within the State of Florida. Accordingly, Member consents and submits to the personal jurisdiction of the federal and state courts and any applicable arbitral body located within the State of Florida. Any such action or proceeding brought by either party to enforce any right, assert any claim, or obtain any relief whatsoever in connection with the Membership Agreement shall be brought by such party exclusively in the federal or state courts, or if appropriate before any applicable arbitral body, located within the State of Florida. Member hereby irrevocably waives, to the fullest extent permitted by applicable law, any objection which Member may now or hereafter have to the laying of the venue of such proceeding brought in such a court or arbitral body and any claim that any such proceeding brought in such a court or arbitral body has been brought in an inconvenient forum. Member will indemnify Jet Agency and each of its officers, directors, employees, agents, and affiliates against, and hold each of them harmless from, any liabilities, losses, claims, costs, damages, penalties, fines, obligations, or expenses of any kind whatsoever (including, without limitation, reasonable attorneys', accountants', consultants' or experts' fees and disbursements) that may be imposed on, incurred by or asserted against any of them or that may otherwise arise out of acts performed or omitted, in connection with the provisions of this Standard Terms and Conditions or the Membership Packet, as the same may be amended, modified or supplemented from time to time in accordance herewith or therewith by any of Jet Agency, its officers, directors, employees, agents and/or affiliates, or any of them, except for any liability or expense directly arising out of the gross negligence or willful misconduct of Jet Agency.
30. **Optional Arbitration.** Notwithstanding anything contained in the Membership Agreement, the Membership Packet, or herein to the contrary, Jet Agency may in its sole discretion elect to submit any claims, controversies, and/or disputes of any nature whatsoever arising out of or related in any way to the Standard Terms and Conditions, the Membership Packet or any breach or alleged breach hereof or thereof, and whether initiated by Jet Agency or Member, to binding arbitration in the State of Florida and Member agrees to be irrevocably bound by any such election made by Jet Agency. The arbitration shall be conducted before one arbitrator pursuant to the commercial arbitration rules then in effect of the American Arbitration Association, applying the laws of the State of California. Any award rendered in the arbitration shall be final and binding, and judgment may be entered on it in any

court having jurisdiction to do so.

31. **Entire Agreement.** The Membership Agreement, including the schedules, exhibits, and attachments thereto, together with these Terms and Conditions and the Membership Agreement incorporated by reference herein, collectively contain the entire agreement of the parties with respect to the Member's membership and supersede all existing and all other communications (oral, written or in any other form) between Member and Jet Agency (and its officers, directors, employees, representatives, agents, and affiliates) concerning this subject matter. Member acknowledges that he or she has not been induced to enter into the Membership Agreement by any representation or warranty made by or on behalf of Jet Agency and not set forth in such Agreement. Notices hereunder shall be deemed to have been given as of the date so delivered, e-mailed, faxed, or mailed.
32. **Partial Invalidity.** If any provision of the Membership Packet (or any portion thereof) is held invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of such Agreements will not in any way be affected or impaired thereby and shall be carried out as if such invalid provision were not contained therein.
33. **No Waiver.** No provision of, right, power, or privilege under the Membership Packet shall be deemed to have been waived by any act, delay, omission, or acquiescence on the part of any party, its agents' employees, but only by an instrument in writing signed by an authorized representative of such party. No waiver by any party of any breach or default of any provision of the Membership Packet by the other party shall be effective as to any other breach or default.
34. **Assignment.** Without the prior written consent of Jet Agency, Member shall not assign, delegate, or transfer the Membership Agreement or any of Member's rights, duties, obligations, or interests thereunder, nor shall any right of Member to any benefit or payment thereunder be subject to any manner of alienation or assignment. Jet Agency may assign, delegate, or transfer this Agreement and all of its rights and obligations under the Membership Packet to any business entity controlled by Jet Agency or which at any time by merger, consolidation, or otherwise acquires all or substantially all of the assets or business of Jet Agency or to which Jet Agency transfers all or substantially all of its assets or business. Upon such assignment, delegation, or transfer any such business entity shall be deemed to be substituted for all purposes for Jet Agency hereunder.
35. **Headings.** The headings in these Terms and Conditions are intended for convenience of reference and will not affect their interpretation.
36. **Notices.** Notices to Member shall be made to the last known address on the records of Jet Agency or any other address Jet Agency reasonably believes to be a current or proper address. Notices to Jet Agency shall be made to its then current Florida office, to the attention of the Managing Members of Jet Genius Florida Holdings Inc.

* The remainder of this page has been left intentionally blank

During peak travel times, we have a full team of agents on hand to assist you with your travel. This means your departure time will be as close to the time you requested as possible. We will also have a full team of agents on hand to assist you with your travel during the holidays.

2025 PEAK TRAVEL DAYS

JANUARY 2025

		1	2	3	4
5	6	7	8	9	10
11	12	13	14	15	16
17	18	19	20	21	22
23	24	25	26	27	28
29	30	31			

FEBRUARY 2025

					1
2	3	4	5	6	7
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	

MARCH 2025

					1
2	3	4	5	6	7
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	31

APRIL 2025

		1	2	3	4
5	6	7	8	9	10
11	12	13	14	15	16
17	18	19	20	21	22
23	24	25	26	27	28
29	30	31			

MAY 2025

				1	2
3	4	5	6	7	8
9	10	11	12	13	14
15	16	17	18	19	20
21	22	23	24	25	26
27	28	29	30	31	

JUNE 2025

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

JULY 2025

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

AUGUST 2025

				1	2
3	4	5	6	7	8
9	10	11	12	13	14
15	16	17	18	19	20
21	22	23	24	25	26
27	28	29	30	31	

SEPTEMBER 2025

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

OCTOBER 2025

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

NOVEMBER 2025

1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

DECEMBER 2025

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7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31					

PEAK TRAVEL DAYS

SCHEDULE A

During peak travel times, we have a four-hour slide to accommodate the high demand. This means your departure time might need to be adjusted by up to four hours earlier or later than requested during the holidays.

2025 PEAK TRAVEL DAYS

JANUARY 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

APRIL 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY 2025

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE 2025

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY 2025

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST 2025

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

SEPTEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER 2025

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER 2025

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29

DECEMBER 2025

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

■ PEAK DATES

Aircraft Classifications

SCHEDULE B

National Jet Fuel Pricing

		Date	Price
National Jet Fuel Average *		April 8, 2025	\$5.7

* Priced using the AIRNAV National Average found at airnav.com

Aircraft Classifications

Very Light Jet	Cessna Citation (Mustang, M2, CJ) Cirrus Vision Jet Embraer Phenom 100 Eclipse 500/550 Honda HA-420 HondaJet Or similar jet aircraft seating 4 passengers
Light Jet	Hawker 400XP Beechiet 400A Citation (Encore, Encore +, Bravo, CJ1, CJ2, CJ3, CJ4, V, Ultra) Lear (31, 35, 40, 45) Premier I/IA Phenom 300 Or similar jet aircraft seating 6 passengers
Midsized Jet	Hawker (800XP, 850XP, 900XP) Citation (Excel, XLS) Gulfstream (100, 150) Lear (60, 60XR) Or similar jet aircraft seating 7 passengers
Super Midsized Jet	Citation (Sovereign, Latitude, Longitude, CX) Falcon (50, 50EX) Hawker 1000 Gulfstream (G200, G280) Challenger (300, 350) Or similar jet aircraft seating 8 passengers
Heavy Jet	Gulfstream (IV, IV-SP) Falcon (2000, 2000EX, 2000DX, 2000Easy, 900, 900DX, 900EX, 900Easy) Challenger (601, 604, 605, 850) Embraer Legacy (600, 650) Or similar jet aircraft seating 10+ passengers

ADDENDUM TO JET AGENCY AGREEMENT

The undersigned parties to the Jet Agency Jet Card Program Agreement dated **April 15, 2025**, by and between **kmG Hauling, Inc.** ("Member"), and **Jet Agency Global, LLC** ("Jet Agency"), hereby mutually agree to amend said Agreement as follows:

Should Member purchase **15 Hours** of the Jet Agency Super Midsize Jet Access program, Jet Agency will grant the following addition to the Membership Agreement:

- *. \$300 off each hour
- *. All peak day surcharges will be waived the month of NOV for the duration of this 15 hour jet card as long as there is a 7 day notice.
- *. 1.25 min of MIDS

All other terms and conditions of the Jet Agency Jet Card Program Agreement remain the same.

* The remainder of this page has been left intentionally blank

Membership Packet Agreement

"Agreement" collectively means this Agreement, the Membership Benefits document, the Aircraft Classifications document, the Membership Agreement, the Standard Terms and Conditions, addendum to Jet Agency Agreement, and any schedules and exhibits attached hereto, "Member" as the undersigned below, "Jet Agency" as Jet Agency Global, LLC Jet Agency, a limited liability company located at 780 5th Ave S Suite 200 Naples, FL 34102, Member and Jet Agency collectively known as "Parties".

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the data and year set forth below.

JET AGENCY GLOBAL, LLC

Date	April 15, 2025
Authorized Representative Name	Jordan Brown
Authorized Representative Title	Managing Partner
Authorized Representative Signature	<i>Jordan Brown</i>

MEMBER

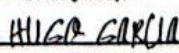
Date	4/9/2025
Member Name	HUGO GARCIA
Member Signature	DocuSigned by:  36E14FB8B9C4452...

Exhibit C

Gary C. Adler
(Admitted in DC and Md.
Not admitted in Va.)



ADLER LAW, PLLC
3047 Cedarwood Lane
Falls Church, Virginia 22042
Telephone: (703) 956-3505
Email: gadler@adlerlawpllc.com

December 9, 2025

VIA ELECTRONIC MAIL

FOR SETTLEMENT PURPOSES ONLY

Jordan Brown
Managing Partner
Jet Agency Global, LLC
780 5TH Ave S
Suite 200
Naples, FL 34102

Re: kmG Hauling, Inc./ Hugo Garcia

Dear Mr. Brown:

This firm represents kmG Hauling, Inc and Hugo Garcia. The purpose of this letter is to attempt to settle, at an early stage, the dispute that has arisen between our clients, on the one hand, and you and your firm, on the other.

My clients have shared with me the sordid history of the way you have treated them. I will not go into details but we have a detailed timeline and supporting documents which show your blatant disregard for the terms of your Jet Agency Membership Agreements and your repeated misrepresentations and unprofessional conduct.

I am hopeful you will want to avoid a public disclosure of your misconduct. To that end, it is demanded that you (i) return the membership deposit paid on the Heavy Jet Membership Agreement of \$150,076.50; and (ii) payment for the unused hours on the Light Jet Membership

Agreement of \$15,076.50. The amount should be paid by wire transfer to the address below. In return you will get a General Release waiving any claim for compensatory and punitive damages, legal fees and interest.

Atlantic Union Bank
102 Catoctin Cir SE
Leesburg, VA 20175

kmG Hauling, Inc
PO Box 650821
Potomac Falls, VA 20165

Routing Number: 051403164
Account Number: 8529530847

If those funds are not received by close of business on Friday December 12, 2025, this offer is withdrawn and our clients will pursue any and all avenues available to them.

Of course, nothing in this letter is to be construed as a waiver of any claim, demand, cause of action or similar right my clients may have, each of which is expressly reserved.

ADLER LAW PLLC

By: /s/ Gary Adler
Gary Adler

c.c. Hugo Garcia