UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d)
of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 26, 2023

FLYEXCLUSIVE INC.
(Exact name of registrant as specified in its charter)

Delaware	001-40444	86-1740840
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2860 Jetport Road
Kinston, NC 28504
(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: 252-717-3333

EG Acquisition Corp.
375 Park Avenue, 24th Floor
New York, NY 10152
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A Common Stock	FLYX	NYSE American
Redeemable warrants, each whole warrant exercisable for one share of Class A Common Stock at an exercise price of $11.50 per share	FLYX WS	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

On December 27, 2023, flyExclusive, Inc., a Delaware corporation (f/k/a EG Acquisition Corp.) (the "Company"), consummated the previously announced business combination (the "Business Combination") pursuant to that certain equity purchase agreement, dated October 17, 2022 (as the terms and conditions therein may be amended, modified or waived from time to time), by and among the Company, LGM Enterprises, LLC (d/b/a flyExclusive), a North Carolina limited liability company ("LGM") and other parties, following approval thereof at a special meeting of the Company's stockholders held on December 18, 2023.

Item 1.01. Entry into a Material Definitive Agreement.

Note Redemption Agreement

On December 26, 2023, the Company, LGM and Thomas James Segrave Jr. ("Mr. Segrave"), entered into an agreement (the"Non-Redemption Agreement") with an unaffiliated third party that had reported its holdings on Schedule 13G, pursuant to which such third party agreed not to redeem its shares of Class A common stock of the pre-Business Combination Company (the "Non-Redeemed Shares"). In exchange for the foregoing commitment not to redeem such common stock, Mr. Segrave agreed to transfer to such investor an aggregate of 70,000 Class A common stock of the Company, which were issued upon the conversion of 70,000 Class A units of LGM that were issued to Mr. Segrave in connection with the consummation of the Business Combination. Mr. Segrave also forfeited 70,000 shares of voting, non-economic Class B common stock of the Company in connection therewith.

The foregoing summary of the Non-Redemption Agreement does not purport to be complete and is qualified in its entirety by reference to the form of Non-Redemption Agreement attached hereto as Exhibit 10.1 and incorporated herein by reference.

Warrant Exchange Agreement

On December 26, 2023 and December 27, 2023, the Company and certain holders (the "Warrant Holders") of the Company's outstanding publicly traded warrants (the "Public Warrants") entered into a Warrant Exchange Agreements (the "Warrant Exchange Agreements"), which were privately negotiated with the holders party thereto. The Public Warrants were previously issued pursuant to the Company's public offering registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a prospectus dated May 25, 2021. Pursuant to the Warrant Exchange Agreements, the Warrant Holders agreed to exchange each of its Public Warrants for shares of the Company's Class A common stock. As a result of the warrant exchange under the Warrant Exchange Agreements, a total of 1,694,456 Public Warrants were exchanged for 372,780 shares of Class A common stock.

This transaction is exempt from registration under Section 3(a)(9) of the Securities Act, as no commission or other remuneration will be paid or given directly or indirectly for such transaction.

The foregoing summary of the Warrant Exchange Agreements does not purport to be complete and is qualified in its entirety by reference to the form of Warrant Exchange Agreement attached hereto as Exhibit 10.2 and incorporated herein by reference.

Item 3.02. Unregistered Sale of Equity Securities.

The disclosure set forth under the header "*Warrant Exchange Agreement*" in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02 in its entirety.

Item 8.01. Other Events.

Press Release

On December 27, 2023, the Company issued a press release announcing, among other things, the closing of the Business Combination and that the Company's Class A common stock and warrants are expected to commence trading on NYSE American on December 28, 2023 under the ticker symbols "FLYX" and "FLYX WS", respectively. A copy of the press release is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Redemption Figures

In connection with the votes to approve the Business Combination, the holders of 2,924,907 shares of Class A common stock properly exercised their right to redeem their shares for cash.

Cancellation of the Annual Meeting

In connection with the closing of the Business Combination, the Company canceled the Annual Meeting, which was previously scheduled to be held on December 27, 2023 at 5:00 p.m. Eastern Time.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Form of Non-Redemption Agreement, dated December 26, 2023, by and among the Company, LGM, Mr. Segrave and an unaffiliated third party investor.
10.2	Form of Warrant Exchange Agreement, dated December 26, 2023, by and between the Company and various Holders.*
99.1	Press Release, dated December 27, 2023.

* Certain schedules and exhibits to this agreement have been omitted in accordance with Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

December 27, 2023	**flyExclusive, Inc.**	
	By:	/s/ Thomas James Segrave
	Name:	Thomas James Segrave
	Title:	Chief Executive Officer

Exhibit 10.1

FORM OF NON-REDEMPTION AGREEMENT

This Non-Redemption Agreement (this "Agreement") is entered as of December ___, 2023 by and among EG Acquisition Corp. ("EG" or the "Company"), a Delaware corporation, LGM Enterprises, LLC, a North Carolina limited liability company ("LGM"), Thomas James Segrave, Jr. ("Mr. Segrave") and the undersigned investors (collectively, the "Investor").

RECITALS

WHEREAS, on October 17, 2022, EG entered into an equity purchase agreement, as amended on April 21, 2023 and as it may be further amended and/or restated from time to time, the "Equity Purchase Agreement") with LGM, the existing equityholders of LGM (the "Existing Equityholders"), EG Sponsor LLC, a Delaware limited liability company ("Sponsor") and Mr. Segrave in his capacity as Existing Equityholder Representative. The transactions contemplated by the Equity Purchase Agreement are referred to herein as the "Business Combination."

WHEREAS, pursuant to the Equity Purchase Agreement, at the closing of the Business Combination, the surviving entity in the Business Combination ("flyExclusive"), the Existing Equity Holders, and LGM will enter into an Amended and Restated Limited Liability Company Operating Agreement (the "A&R Operating Agreement").

WHEREAS, pursuant to the Equity Purchase Agreement and the A&R Operating Agreement, upon consummation of the Business Combination (the "Closing), Mr. Segrave will be issued 57,600,000 units entitling the holder thereof to the distributions, allocations, and other rights under the A&R Operating Agreement (the "Common Units").

WHEREAS, subject to the terms and conditions of this Agreement, Mr. Segrave desires to, immediately upon the Closing, redeem 70,000 Common Units in exchange for 70,000 shares of class A common stock, par value $0.0001 per share, of flyExclusive (the "flyExclusive Class A Common Stock") pursuant to the A&R Operating Agreement, and immediately transfer the same to Investor at Closing, in the amounts set forth on Exhibit A (the "Assigned Securities"); and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Investor and Mr. Segrave hereby agree as follows:

1. Terms of Transfer.

1.1. Upon the terms and subject to the conditions of this Agreement, including the occurrence of the Closing, if Investor does not exercise (or, if exercised, validly rescinds) its right to redeem (the "Redemption Rights") its Investor Shares (as defined below) pursuant to the Company's Amended and Restated Certificate of Incorporation (the "Charter") then Mr. Segrave hereby agrees to transfer to Investor at the Closing, for no additional consideration, the Assigned Securities set forth on Exhibit A. "Investor Shares" shall mean the shares of the Company's Class A Common stock, par value $0.0001 per share (the "Public Shares) as set forth on Exhibit A. LGM hereby agrees to cause the redemption of such 70,000 Common Units in exchange for 70,000 shares of flyExclusive Class A Common Stock.

1.2. Delivery of Shares; Other Documents. At the time of the transfer of Assigned Securities hereunder, the Company, LGM and Mr. Segrave agree that Mr. Segrave shall deliver the Assigned Securities to Investor by transfer of book-entry shares effected through the Company's register of stockholders and through the Company's transfer agent. The parties to this Agreement agree to execute, acknowledge and deliver such further instruments and to do all such other acts, as may be necessary or appropriate to carry out the purposes and intent of this Agreement. For the avoidance of doubt, the Company, LGM and Mr. Segrave shall cause the Assigned Securities to not be, and represent and warrant that the Assigned Securities shall not be, subject to any contractual lock-up restrictions.

1.3. Registration Rights Agreement. In connection with the transfer of the Assigned Securities to Investor, Investor shall provide a counterpart signature page to, and thereby at Closing become a party to that certain Registration and Shareholder Rights Agreement, to be entered into at Closing, by and among the Company, Mr. Segrave, Sponsor, and the other parties thereto (as may be amended from time to time, the "Registration Rights Agreement") in substantially the form attached hereto as Exhibit B

1.4. Termination. This Agreement and each of the obligations of the undersigned shall terminate on the earlier of (a) the fulfillment of all obligations of parties hereto, (b) the liquidation or dissolution of the Company, (c) the mutual written agreement of the parties hereto, and (d) if, after the date hereof Investor exercises its Redemption Rights with respect to any Investor Shares and such Investors' Shares are actually redeemed. Notwithstanding any provision in this Agreement to the contrary, Mr. Segrave's obligation to transfer the Assigned Securities to Investor shall be conditioned on (i) the Closing occurring and (ii) such Investor Shares are not actually redeemed.

2. Representations and Warranties of Investor. Investor represents and warrants to, and agrees with, the Company and Mr. Segrave that:

2.1. No Government Recommendation or Approval. Investor understands that no federal or state agency has passed upon or made any recommendation or endorsement of the offering of the Assigned Securities.

2.2. Accredited Investor. Investor is an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933, as amended (the "Securities Act"), or a "qualified institutional buyer" as defined in Rule 144A under the Securities Act, and acknowledges that the sale contemplated hereby is being made in reliance, among other things, on a private placement exemption to "accredited investors" under the Securities Act and similar exemptions under state law.

2.3. Intent. Investor is acquiring the Assigned Securities solely for investment purposes, for such Investor's own account (and/or for the account or benefit of its members or affiliates, as permitted), and not with a view to the distribution thereof in violation of the Securities Act and Investor has no present arrangement to sell Assigned Securities to or through any person or entity except as may be permitted hereunder.

2.4. Restrictions on Transfer; Trust Account; Redemption Rights.

2.4.1. Investor acknowledges and agrees that the Assigned Securities are not entitled to, and have no right, interest or claim of any kind in or to, any monies held in the trust account into which the proceeds of the Company's initial public offering were deposited (the "Trust Account") or distributed as a result of any liquidation of the Trust Account.

2.4.2. [Reserved]

2.4.3. Investor acknowledges and understands the Assigned Securities are being offered in a transaction not involving a public offering in the United States within the meaning of the Securities Act and have not been registered under the Securities Act and, if in the future Investor decides to offer, resell, pledge or otherwise transfer Assigned Securities, such Assigned Securities may be offered, resold, pledged or otherwise transferred only (A) pursuant to an effective registration statement filed under the Securities Act, (B) pursuant to an exemption from registration under Rule 144 promulgated under the Securities Act, if available, or (C) pursuant to any other available exemption from the registration requirements of the Securities Act, and in each case in accordance with any applicable securities laws of any state or any other jurisdiction. Investor agrees that, if any transfer of the Assigned Securities or any interest therein is proposed to be made (other than pursuant to an effective registration statement or Rule 144 under the Securities Act), as a condition precedent to any such transfer, Investor may be required to deliver to the Company or flyExclusive an opinion of counsel satisfactory to the Company or flyExclusive that registration is not required with respect to the Assigned Securities to be transferred. Absent registration or another available exemption from registration, Investor agrees it will not transfer the Assigned Securities.

2.5. Sophisticated Investor. Investor is sophisticated in financial matters and able to evaluate the risks and benefits of the investment in the Assigned Securities.

2.6. Risk of Loss. Investor is aware that an investment in the Assigned Securities is highly speculative and subject to substantial risks. Investor is cognizant of and understands the risks related to the acquisition of the Assigned Securities, including those restrictions described or provided for in this Agreement pertaining to transferability. Investor is able to bear the economic risk of its investment in the Assigned Securities for an indefinite period of time and able to sustain a complete loss of such investment.

2.7. Independent Investigation. Investor has relied upon an independent investigation of the Company and has not relied upon any information or representations made by any third parties or upon any oral or written representations or assurances, express or implied, from the Company, Mr. Segrave or any representatives or agents of either the Company or Mr. Segrave, other than as set forth in this Agreement. Investor is familiar with the business, operations and financial condition of the Company and has had an opportunity to ask questions of, and receive answers from the Company's management concerning the Company and the terms and conditions of the proposed sale of the Assigned Securities and has had full access to such other information concerning the Company as Investor has requested. Investor confirms that all documents that it has requested have been made available and that Investor has been supplied with all of the additional information concerning this investment which Investor has requested.

2.8. Organization and Authority. If an entity, Investor is duly organized and existing under the laws of the jurisdiction in which it was organized and it possesses all requisite power and authority to acquire the Assigned Securities, enter into this Agreement and perform all the obligations required to be performed by Investor hereunder.

2.9. Non-U.S. Investor. If Investor is not a United States person (as defined by Section 7701(a)(30) of the U.S. Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (collectively, the "Code")), Investor hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Assigned Securities or any use of this Agreement, including (i) the legal requirements within its jurisdiction for the acquisition of the Assigned Securities, (ii) any foreign exchange restrictions applicable to such acquisition, (iii) any governmental or other consents that may need to be obtained, and (iv) the income tax and other tax consequences, if any, that may be relevant to the acquisition, holding, redemption, sale, or transfer of the Assigned Securities. Investor's subscription and payment for and continued beneficial ownership of the Assigned Securities will not violate any applicable securities or other laws of Investor's jurisdiction.

2.10. Authority. This Agreement has been validly authorized, executed and delivered by Investor and is a valid and binding agreement enforceable against Investor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

2.11. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by Investor of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) Investor's organizational documents, (ii) any agreement or instrument to which Investor is a party or (iii) any law, statute, rule or regulation to which Investor is subject, or any order, judgment or decree to which Investor is subject, in the case of clauses (ii) and (iii), that would reasonably be expected to prevent Investor from fulfilling its obligations under this Agreement.

2.12. No Advice from the Company or Mr. Segrave. Investor has had the opportunity to review this Agreement and the transactions contemplated by this Agreement with Investor's own legal counsel and investment and tax advisors. Except for any statements or representations of the Company or Mr. Segrave explicitly made in this Agreement, Investor is relying solely on such counsel and advisors and not on any statements or representations, express or implied, of the Company or Mr. Segrave or any of its representatives or agents for any reason whatsoever, including without limitation for legal, tax or investment advice, with respect to this investment, Mr. Segrave, the Company, the Assigned Securities, the transactions contemplated by this Agreement or the securities laws of any jurisdiction.

2.13. Reliance on Representations and Warranties. Investor understands that the Assigned Securities are being offered and sold to Investor in reliance on exemptions from the registration requirements under the Securities Act, and analogous provisions in the laws and regulations of various states, and that the Company and Mr. Segrave are relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of Investor set forth in this Agreement in order to determine the applicability of such provisions.

2.14. No General Solicitation. Investor is not subscribing for Assigned Securities as a result of or subsequent to any general solicitation or general advertising, including but not limited to any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

2.15. Brokers. No broker, finder or intermediary has been paid or is entitled to a fee or commission from or by Investor in connection with the acquisition of the Assigned Securities nor is Investor entitled to or will accept any such fee or commission.

3. Representations and Warranties.

3.1. Representations and Warranties of Mr. Segrave. Mr. Segrave represents and warrants to, and agrees with, the Company and the Investor that:

3.1.1. Power and Authority. Mr. Segrave possesses all requisite power and authority to enter into this Agreement and to perform all of the obligations required to be performed by Mr. Segrave hereunder, including the assignment, sale and transfer of the Assigned Securities.

3.1.2. Authority. This Agreement has been duly executed and delivered by Mr. Segrave and (assuming due authorization, execution and delivery by Investor) constitutes Mr. Segrave's legal, valid and binding obligation, enforceable against Mr. Segrave in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

3.1.3. Title to Securities. Mr. Segrave will, immediately prior to the transfer of the Assigned Securities to Investor, be the record and beneficial owner of the Assigned Securities, in each case, free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (other than transfer restrictions and other that apply generally, under applicable securities laws). The Assigned Securities to be transferred, when transferred to Investor as provided herein, will be free and clear of all liens, pledges, security interests, charges, claims, encumbrances, agreements, options, voting trusts, proxies and other arrangements or restrictions of any kind (other than transfer restrictions and other terms and conditions that apply generally, under applicable securities laws). The Company represents and warrants that the Assigned Securities are duly authorized, validly issued, fully paid, and non-assessable.

3.1.4. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by Mr. Segrave of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) any agreement or instrument to which Mr. Segrave is a party or by which it is bound or (ii) any law, statute, rule or regulation to which Mr. Segrave is subject or any order, judgment or decree to which Mr. Segrave is subject. Mr. Segrave is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or self-regulatory entity in order for it to perform any of its obligations under this Agreement, including the transfer of the Assigned Securities in accordance with the terms hereof.

3.1.5. No General Solicitation. Mr. Segrave has not offered the Assigned Securities by means of any general solicitation or general advertising within the meaning of Regulation D of the Securities Act, including but not limited to any advertisement, article, notice or other communication published in any newspaper, magazine, or similar media or broadcast over television or radio or any seminar or meeting whose attendees have been invited by any general solicitation or general advertising.

3.1.6. Brokers. No broker, finder or intermediary has been paid or is entitled to a fee or commission from or by Mr. Segrave in connection with the sale of the Assigned Securities nor is Mr. Segrave entitled to or will accept any such fee or commission.

3.1.7. Reliance on Representations and Warranties. Mr. Segrave understands and acknowledges that the Company and Investor is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of Mr. Segrave set forth in this Agreement.

3.1.8. No Pending Actions. There is no action pending against Mr. Segrave or, to Mr. Segrave's knowledge, threatened against Mr. Segrave, before any court, arbitrator, or governmental authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by Mr. Segrave of its obligations under this Agreement.

3.2. Representations and Warranties of the Company. The Company represents and warrants to, and agrees with, Mr. Segrave and the Investor that:

3.2.1. Power and Authority. The Company is a Delaware Corporation duly formed and validly existing and in good standing under the laws of Delaware and possesses all requisite power and authority to enter into this Agreement and to perform all of the obligations required to be performed by the Company hereunder.

3.2.2. Authority. All corporate action on the part of the Company and its officers and directors necessary for the authorization, execution and delivery of this Agreement and the performance of all obligations of the Company required pursuant hereto has been taken. This Agreement has been duly executed and delivered by the Company and (assuming due authorization, execution and delivery by Mr. Segrave and Investor) constitutes the Company's legal, valid and binding obligation, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, moratorium, reorganization, or similar laws relating to, or affecting generally the enforcement of, creditors' rights and remedies or by equitable principles of general application and except as enforcement of rights to indemnity and contribution may be limited by federal and state securities laws or principles of public policy.

3.2.3. No Conflicts. The execution, delivery and performance of this Agreement and the consummation by the Company of the transactions contemplated hereby do not violate, conflict with or constitute a default under (i) the Company's Charter, (ii) any agreement or instrument to which the Company is a party or by which it is bound or (iii) any law, statute, rule or regulation to which the Company is subject or any order, judgment or decree to which the Company is subject. The Company is not required under federal, state or local law, rule or regulation to obtain any consent, authorization or order of, or make any filing or registration with, any court or governmental agency or self-regulatory entity in order for it to perform any of its obligations under this Agreement.

3.2.4. Reliance on Representations and Warranties. The Company understands and acknowledges that Mr. Segrave and Investor are relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Company set forth in this Agreement.

3.2.5. No Pending Actions. There is no action pending against the Company or, to the Company's knowledge, threatened against the Company, before any court, arbitrator, or governmental authority, which in any manner challenges or seeks to prevent, enjoin or materially delay the performance by the Company of its obligations under this Agreement.

4. Trust Account Waiver. Notwithstanding anything to the contrary set forth herein, Investors understand that the Company is a blank check company and further acknowledges that as described in the Company's prospectus relating to its initial public offering dated May 27, 2021 and the Company's Charter, each available at www.sec.gov, substantially all of the Company's assets consist of the cash proceeds of the Company's initial public offering and private placements of its securities, and substantially all of those proceeds have been deposited in the Trust Account for the benefit of the Company's public shareholders and the underwriters of the Company's initial public offering. Except with respect to interest earned on the funds held in the Trust Account that may be released to the Company to pay its tax obligations, if any, the cash in the Trust Account may be disbursed only for the purposes set forth in the Company's Charter. Accordingly, Investors (on behalf of itself and its affiliates) hereby waives any past, present or future claim of any kind against, and any right to access, the Trust Account, any trustee of the Trust Account and the Company to collect from the Trust Account any monies that may be owed to them by the Company pursuant to this Agreement, and will not seek recourse against the Trust Account related to a breach by any of the parties to this Agreement of any of its representations or warranties as set forth herein, or such party's breach of any of its covenants or other agreements set forth in this Agreement. For the avoidance of doubt, this Agreement shall not prohibit Investors from making any other claims against the Trust Account (including pursuant to a valid redemption of any Public Shares held by them). This Section 4 shall survive the termination of this Agreement for any reason.

5. Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the laws of another jurisdiction. The parties hereto hereby waive any right to a jury trial in connection with any litigation pursuant to this Agreement and the transactions contemplated hereby. With respect to any suit, action or proceeding relating to the transactions contemplated hereby, the undersigned irrevocably submit to the jurisdiction of the United States District Court or, if such court does not have jurisdiction, the New York state courts located in the Borough of Manhattan, State of New York, which submission shall be exclusive.

6. Assignment; Entire Agreement; Amendment.

   6.1. Assignment. Any assignment of this Agreement or any right, remedy, obligation or liability arising hereunder by any party hereto to any person that is not an affiliate of such party shall require the prior written consent of the other party; provided, that no such consent shall be required for any such assignment by Investor to one or more affiliates thereof.

   6.2. Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges and supersedes all prior discussions, agreements and understandings of any and every nature among them relating to the subject matter hereof.

6.3. Amendment. Except as expressly provided in this Agreement, neither this Agreement nor any term hereof may be amended, waived, discharged or terminated other than by a written instrument signed by the party against whom enforcement of any such amendment, waiver, discharge or termination is sought.

6.4. Binding upon Successors. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and permitted assigns.

7. Notices. Unless otherwise provided herein, any notice or other communication to a party hereunder shall be sufficiently given if in writing and personally delivered or sent by facsimile or other electronic transmission with copy sent in another manner herein provided or sent by courier (which for all purposes of this Agreement shall include Federal Express or another recognized overnight courier) or mailed to said party by certified mail, return receipt requested, at its address provided for herein or such other address as either may designate for itself in such notice to the other. Communications shall be deemed to have been received when delivered personally, on the scheduled arrival date when sent by next day or 2nd-day courier service, or if sent by facsimile upon receipt of confirmation of transmittal or, if sent by mail, then three days after deposit in the mail. If given by electronic transmission, such notice shall be deemed to be delivered (a) if by electronic mail, when directed to an electronic mail address at which the party has provided to receive notice; and (b) if by any other form of electronic transmission, when directed to such party.

8. Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature covered by the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act, the Electronic Signatures and Records Act or other applicable law, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Survival; Severability

9.1. Survival. The representations, warranties, covenants and agreements of the parties hereto shall survive the closing of the transactions contemplated hereby.

9.2. Severability. In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision; provided that no such severability shall be effective if it materially changes the economic benefit of this Agreement to any party.

10. Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

11. Independent Nature of Rights and Obligations. Nothing contained herein, and no action taken by any party pursuant hereto, shall be deemed to constitute Investor and Mr. Segrave as, and Mr. Segrave acknowledges that Investor and Mr. Segrave do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that Investor and Mr. Segrave are in any way acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement or any matters, and Mr. Segrave acknowledges that Investor and Mr. Segrave are not acting in concert or as a group, and Mr. Segrave shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement.

12. Disclosure; Waiver. As soon as practicable, but in no event later than one business day, after execution of this Agreement, the Company will file (to the extent that it has not already filed) a Current Report on Form 8-K under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), reporting the material terms of this Agreement and of the transactions contemplated hereby. Upon such filing, to the Company's knowledge, Investor shall not be in possession of any material, nonpublic information received from the Company or any of its officers, directors or employees. The parties to this Agreement shall cooperate with one another to assure that such disclosure is accurate. The Company agrees that the name of the Investors shall not be included in any public disclosures related to this Agreement unless required by applicable law, regulation or stock exchange rule. The Company shall, by 5:30 p.m., New York City time, on December 27, 2023, issue one or more press releases or file with the United States Securities and Exchange Commission a Current Report on Form 8-K (collectively, the "Disclosure Document") disclosing, to the extent not previously publicly disclosed, all material terms of the transactions contemplated hereby and any other material, nonpublic information that the Company has provided to Investor at any time prior to the filing of the Disclosure Document. Upon the issuance of the Disclosure Document, to the Company's knowledge, Investor shall not be in possession of any material, nonpublic information received from the Company or any of its officers, directors or employees.

13. Most Favored Nation. In the event the Company or Mr. Segrave enter one or more other non-redemption agreements before or after the execution of this Agreement in connection with the Business Combination, the Company and Mr. Segrave represent that the terms of such other agreements are not materially more favorable in any respect to such other investors thereunder than the terms of this Agreement are in respect of the Investor. For the avoidance of doubt, the Company and Mr. Segrave acknowledge and agree that a ratio of Investor Shares to Assigned Securities in any such other agreement that is more favorable to any other party to such other agreement than such ratio in this Agreement is to Investor would be materially more favorable to such other party. In the event that another investor is afforded any such more favorable terms than the Investor, the Company and Mr. Segrave shall promptly inform the Investor of such more favorable terms in writing, and the Investor shall have the right to elect to have such more favorable terms included herein, in which case the parties hereto shall promptly amend this Agreement to effect the same.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

INVESTOR

By: ________________________________
Name:
Title:

[Signature Page to Non-Redemption Agreement]

COMPANY:

EG ACQUISITION CORP.

By: ________________________________
Name:
Title:

LGM:

LGM ENTERPRISES, LLC

By: ________________________________
Name:
Title:

[Signature Page to Non-Redemption Agreement]

Thomas James Segrave, Jr.

____

[Signature Page to Non-Redemption Agreement]

Exhibit A

Investor	Assigned Securities	Number of Public Shares to be Held as Investor Shares
Address:		
SSN/EIN:	[__] shares of flyExclusive Class A Common Stock	[__] shares of EG Class A common stock

EXHIBIT B

FORM OF REGISTRATION RIGHTS AGREEMENT

[See attached.]

Exhibit 10.2

FORM OF WARRANT EXCHANGE AGREEMENT

THIS WARRANT EXCHANGE AGREEMENT (this "Agreement"), dated as of December ___, 2023, is by and between **EG ACQUISITION CORP.**, a Delaware corporation (the "Company"), and the holder named on the signature page hereto (the "Holder").

WHEREAS, the Holder is the record and beneficial owner of Warrants to purchase shares of the Company's common stock, par value $0.0001 per share ("Common Stock"), at an exercise price of $11.50 per share (the "Warrants"), which were originally issued by the Company in connection with its registered public offering of units consisting of Common Stock and Warrants made pursuant to the Company's prospectus filed with the Securities and Exchange Commission (the "SEC") pursuant to Rule 424(b)(4) on May 25, 2021 (the "Registered Offering");

WHEREAS, as of the date hereof, Holder is the owner of the Warrants set forth on the Holder's signature page hereto;

WHEREAS, in connection with the closing (the "Closing") of the transactions contemplated by that certain Equity Purchase Agreement, dated October 17, 2022, as amended (the "Equity Purchase Agreement"), by and among the Company and the parties thereto (the "Business Combination"), the Company and the Holder desire to cancel and retire the Warrants in exchange (the "Exchange") for the number of shares of Common Stock set forth on the Holder's signature page hereto (the "Exchange Shares") (without payment of the exercise price therefor) under the terms of this Agreement with the Holder, in reliance upon the exemption from registration provided by Section 3(a)(9) of the Securities Act of 1933, as amended (the "Securities Act"); and

WHEREAS, the Exchange is intended to qualify as a "reorganization" pursuant to Section 368(a)(1)(E) of the Internal Revenue Code of 1986 (the "Code") and this Agreement is hereby adopted as a "plan of reorganization" within the meaning of Treasury Regulations Section 1.368-2(g).

NOW, THEREFORE, it is hereby agreed as follows:

1. Warrant Exchange.

1.1. Subject to and upon the consummation of the Business Combination pursuant to the Equity Purchase Agreement, pursuant to Section 3(a)(9) of the Securities Act, the Holder hereby agrees to convey, assign and transfer the Holder's Warrants to the Company, in exchange for which the Company agrees to issue the Exchange Shares to the Holder. The closing of the Exchange shall occur on the Closing Date (as defined in the Equity Purchase Agreement) immediately upon the Closing of the Business Combination under the Equity Purchase Agreement.

1.2. In connection with the Exchange, (i) at or as promptly as practicable after the Closing, the Company shall cause its transfer agent (the "Transfer Agent") to deliver to the Holder the Exchange Shares by electronic delivery at the applicable balance account at the Depositary Trust Company ("DTC"), or at the option of the Holder in book-entry form, in accordance with the instructions provided to the Company in writing by the Holder on the signature page of this Agreement and (ii) prior to or at, or as promptly as practicable after, the Closing, the

Holder shall deliver, or caused to be delivered, to the Transfer Agent in accordance with instructions provided by the Company, the Holder's Warrants from its DTC account through the DWAC system for the Exchange, and, upon receipt of the Exchange Shares pursuant to clause (i), such Warrants shall be deemed automatically cancelled in full and of no force and effect and all rights of the Holder thereunder will terminate and be deemed waived.

2. Termination. This Agreement shall automatically terminate upon the termination of the Equity Purchase Agreement in accordance with its terms.

3. Representations, Warranties and Covenants of the Company. The Company hereby represents, warrants and covenants to the Holder as follows:

3.1. The Company has full power and authority and, assuming the accuracy of the representations of the Holder contained herein, has taken all requisite action on the part of the Company, its officers, directors and stockholders necessary for (i) the authorization, execution and delivery of this Agreement, (ii) the authorization of the performance of all obligations of the Company hereunder or thereunder, and (iii) the issuance and delivery of the Exchange Shares upon the exchange of the Holder's Warrants pursuant to this Agreement.

3.2. This Agreement constitutes the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles and except as rights to indemnity and contribution may be limited by state or federal securities laws or public policy.

3.3. The consummation of this Agreement, including the issuance of the Exchange Shares, will not obligate the Company to issue shares of Common Stock or other securities to any other person or entity and will not result in the adjustment of the exercise, conversion, exchange or reset price of any outstanding security.

3.4. Upon the due exchange of the Holder's Warrants pursuant to this Agreement, the Exchange Shares will be validly issued, fully paid and non-assessable free and clear of all Encumbrances (as defined below), except for restrictions on transfer imposed by applicable securities laws and except for those created by the Holder. The Company has reserved a sufficient number of shares of Common Stock to issue the Exchange Shares pursuant to this Agreement.

3.5. Assuming the accuracy of the representations of the Holder contained herein, the authorization, execution, delivery and performance of this Agreement require no consent of, action by or in respect of, or filing with, any person, entity, governmental body, agency, or official other than filings that have been made pursuant to applicable state securities laws and post-sale filings pursuant to applicable state and federal securities laws which the Company undertakes to file within the applicable time periods.

3.6. The authorization, execution, delivery and performance of this Agreement, and the authorization, issuance and sale of the Exchange Shares upon the due exchange of the Holder's Warrants pursuant to this Agreement will not (i) conflict with or result in a breach or violation of (a) any of the terms and provisions of, or constitute a default under the Company's Certificate of Incorporation or the Company's By-laws, both as in effect on the date hereof, or (b) any statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company, any subsidiary or any of their respective assets or properties, or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any Encumbrance or other adverse claim upon any of the properties or assets of the Company or any subsidiary or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material contract of the Company or any subsidiary.

3.7. The Exchange Shares have been duly authorized and, assuming the accuracy of the representations of the Holder contained herein, will be validly issued, fully paid and nonassessable. Assuming the Warrants were purchased by the Holder in or following the Company's Registered Offering and the Holder is not an "Affiliate" (as such term is defined in Rule 405 promulgated under the Securities Act) of the Company and will not be an Affiliate of the Company upon the consummation of the Exchange, the Exchange Shares will be issued to the Holder without legend and will be freely tradable by the Holder.

4. Representations, Warranties and Covenants of the Holder. The Holder hereby represents and warrants to the Company as follows:

4.1. If the Holder is an entity, the Holder is a validly existing corporation, limited partnership or limited liability company and has all requisite corporate, partnership or limited liability company power and authority to enter into this Agreement and to perform its obligations hereunder. If the Holder is an individual, the Holder is legally competent and has the legal capacity to enter into this Agreement and to perform his or her obligations hereunder.

4.2. The execution, delivery and performance by the Holder of this Agreement have been duly authorized and this Agreement constitutes the valid and legally binding obligation of the Holder, enforceable against the Holder in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

4.3. All investment representations and warranties previously made by the Holder to the Company in connection with the Holder's acquisition of the Warrants are hereby confirmed with respect to the Warrants and the Exchange Shares.

4.4. The Holder owns the Holder's Warrants beneficially and of record, free and clear of any liens, pledges, options, security interests, claims, third party rights, charges or any other restrictions or encumbrances of any nature whatsoever (collectively, "Encumbrances"), other than restrictions upon transferability of the Warrants arising under applicable securities laws. There are no agreements (i) granting any option, warrant or right of first refusal with respect to the Warrants to any person or entity, (ii) restricting the right of the Holder to exchange the Warrants in accordance with the terms of this Agreement, or (iii) restricting any other right of the Holder with respect to the Warrants. Except as provided below, the Holder shall not (i) transfer, or consent to any transfer of, any or all of the Warrants or any interest therein, or create or permit to exist any Encumbrance on the Warrants, (ii) enter into any contract, option or other agreement or understanding with respect to any transfer of any or all of such Warrants, or (iii) take any other action that would in any way restrict, limit or interfere with the performance of its obligations hereunder. The Holder hereby acknowledges that the Company shall be entitled to refuse to effect the transfer of any Warrants not in compliance with the terms of this Agreement.

4.5. Neither the Holder nor anyone acting on behalf of the Holder has received any commission or remuneration directly or indirectly in connection with or in order to solicit or facilitate the Exchange. The Holder understands that the Exchange contemplated hereby is intended to be exempt from registration by virtue of Section 3(a)(9) of the Securities Act. The Holder understands that the Company is relying upon the truth and accuracy of the representations, warranties, agreements, acknowledgments and understandings of the Holder set forth herein for purposes of qualifying for the exemption under Section 3(a)(9) of the Securities Act as well as qualifying for exemptions under applicable state securities laws.

4.6. The Holder has, in connection with its decision to acquire the Exchange Shares, relied with respect to the Company and its affairs solely upon the Company's filings with the SEC and the representations and warranties of the Company contained herein and disclaims reliance on any other representations and warranties or the completeness thereof. The Holder understands and acknowledges that the Company is in possession of information about the Company and its securities (which may include material non-public information) that may or may not be material or superior to information available to the Holder, and the Holder has specifically requested that it not be provided with any such information. The Holder acknowledges that, in the event the Holder completes the Exchange, it is doing so without any reliance on the Company. The Holder and the Company understand and acknowledge that neither party would enter into this Agreement in the absence of the representations and warranties set forth in this paragraph, and that these representations and warranties are a fundamental inducement to the parties in entering into this Agreement. The Holder hereby waives any claim, or potential claim, it has or may have against the Company relating to the Company's possession of material non-public information.

4.7. The Holder understands that nothing in this Agreement or in connection with the exchange of the Warrants and issuance and acquisition of the Exchange Shares constitutes legal, tax or investment advice. The Holder has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its acquisition of the Exchange Shares. With respect to such legal, tax and investment advice, the Holder relies solely on such advisors and not on any legal, tax or investment advice from the Company or any of its agents, written or oral. The Holder understands that it (and not the Company) shall be responsible for its own tax liability that may arise as a result of this investment or the transactions contemplated by this Agreement.

5. Issuance of Form 8-K. Within four business days of the date of this Agreement, the Company shall file a Current Report onForm 8-K with the Securities and Exchange Commission disclosing all material terms of the transaction contemplated hereunder ("8-K Filing"). From and after the issuance of the 8-K Filing, the Company represents to the Holder that the Holder shall not be in possession of any material, nonpublic information received from the Company or any of its officers, directors, employees or agents, that is not disclosed in the 8-K Filing. In addition, effective upon the filing of the 8-K Filing, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company or any of its officers, directors, employees or agents, on the one hand, and the Holder or any of its affiliates, on the other hand, related to the transactions contemplated hereby or with respect to information shared in connection herewith shall terminate.

6. Each of the Company and the Holder shall treat the Exchange as a "reorganization" pursuant to Section 368(a)(1)(E) of the Code and shall file their tax returns consistent with the foregoing (including attaching the statement described in Treasury Regulation Section 1.368-3(a) on or with the U.S. federal income tax return of the Company) and neither of the Company or the Holder shall take any action inconsistent with the foregoing unless otherwise required by a "determination" within the meaning of Section 1313(a)(1) of the Code.

7. Exculpation of BTIG. The Holder hereby acknowledges and agrees for the express benefit of BTIG, LLC ("BTIG") that (i) BTIG is acting solely in an administrative capacity for the Company and is not acting as an underwriter, initial purchaser, placement agent, dealer or in any other such capacity and is not and shall not be construed as a fiduciary for any Holder, the Company or any other person or entity in connection with the Exchange, (ii) BTIG has not prepared a disclosure or offering document in connection with the Exchange and has not made and will not make any representation or warranty, whether express or implied, of any kind or character and has not provided any advice or recommendation to the Holder in connection with the Exchange, (iii) BTIG will have no responsibility with respect to (A) any representations, warranties or agreements made by any person or entity that is not a director, officer, employee or agent of BTIG under or in connection with the transactions contemplated hereby or any of the documents furnished pursuant thereto or in connection therewith, or the execution, legality, validity or enforceability (with respect to any person) of any thereof, or (B) the financial condition, business, or any other matter concerning the Company or the transactions contemplated hereby, and (iv) BTIG and its directors, officers, employees, representatives and controlling persons have made no independent investigation with respect to the Company, the Exchange or the Exchange Shares, or the accuracy, completeness or adequacy of any information supplied to the Holder by the Company.

8. Counterparts. This Agreement may be signed in two or more counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between the Company and the Holder regarding the subject matter hereof and supersedes all prior agreements and understandings, oral or written, between them with respect to the subject matter hereof. This Agreement may only be amended by an agreement in writing executed by all of the parties hereto.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to conflicts of laws principles that would require the application of any other law.

[Signatures follow on next pages]

IN WITNESS WHEREOF, the Holder and the Company have executed this Agreement as of the date set forth on the first page of this Agreement.

EG ACQUISITION CORP.

By: ____________________________________
Name:
Title:

__NAME OF HOLDER__**:**

[•]

By: ____________________________________
Name:
Title:

DWAC INSTRUCTIONS
Broker Name and DTC Number:
[•]

Account Number at DTC Participant
(if applicable): [•]

BOOK-ENTRY FORM (IF SELECTED INSTEAD OF DWAC)
Name of Holder:

Number of Warrants:
[•]

Number of Exchange Shares:†
[•]

† Fractional shares to be rounded up to the nearest whole number of Exchange Shares to be issued to the Holder.

Exhibit 99.1

flyExclusive and EG Acquisition Corporation Announce Closing of Business Combination

flyExclusive Common Stock Expected to Begin Trading on December 28, 2023 on the NYSE American Under Ticker Symbol "FLYX"

KINSTON, NC, December 27, 2023 – flyExclusive, a leading provider of premium private jet charter experiences, and EG Acquisition Corp. (NYSE: EGGF), a Special Purpose Acquisition Company (SPAC) sponsored by EnTrust Global and GMF Capital, today announced the completion of their previously announced business combination.

Upon the completion of the business combination, the combined company has been renamed flyExclusive, Inc. Beginning on December 28, 2023, the Company's common stock are expected to begin trading on the NYSE American under the new ticker symbol "FLYX". The business combination was approved at a special meeting of EG Acquisition Corp.'s stockholders on December 18, 2023.

"Today marks another milestone in our company's mission to elevate the private aviation experience" said Jim Segrave, Chief Executive Officer and founder of flyExclusive. "We built flyExclusive around the value that minutes matter for our customers, and this principle will continue to guide the disciplined approach that has defined our success in the industry."

"As we noted when the transaction was announced, flyExclusive has become one of the fastest-growing providers of premium private jet charter experiences thanks to their world-class leadership team, business model designed to maximize utilization and flight unit economics and the consistent high-quality service they provide to customers," said Gregg S. Hymowitz, CEO and Director of EG Acquisition Corp. and Chairman and CEO of EnTrust Global. "We are excited that Jim and his team at flyExclusive have reached this stage and believe they are ready to further accelerate their market position as a public company."

Gary Fegel, founder of GMF Capital and Chairman of EG Acquisition Corp., said "We believe flyExclusive's differentiated model and track record of performance, combined with our investment and the continued acceleration of the private aviation market, will allow flyExclusive to extend their leadership position and deliver shareholder value, and we are looking forward to seeing what they can accomplish in this new phase of the company's existence."

In connection with the closing of the business combination, the Company has canceled the annual meeting, which was previously scheduled to be held on December 27, 2023 at 5:00 p.m. Eastern Time.

Advisors

BTIG, LLC served as financial and capital markets advisor to EG Acquisition Corp. Wyrick Robbins Yates & Ponton LLP is serving as legal advisor to flyExclusive, Willkie Farr & Gallagher LLP is serving as legal advisor to EG Acquisition Corp. and Vedder Price P.C. is serving as FAA counsel to EG Acquisition Corp. Kirkland & Ellis LLP is serving as legal counsel to BTIG, LLC, and Vinson & Elkins is serving as legal counsel to the Noteholders.

About flyExclusive

flyExclusive is a vertically-integrated, FAA regulated operator of private jet experiences offering customerson-demand charter, Jet Club, and fractional jet services to destinations across the globe. As one of the world's largest owner/operators of Cessna Citation aircraft, flyExclusive owns a floating fleet of 100 light to heavy jets. The company manages all aspects of the customer experience, ensuring that every flight is on a modern, comfortable and safe aircraft. flyExclusive's in-house Maintenance, Repair and Overhaul services, including paint, interiors, and avionics capabilities, are provided from its campus headquarters in Kinston, North Carolina. To learn more, visit www.flyexclusive.com.

Cautionary Statement Regarding Forward-Looking Statements

This press release contains certain forward-looking statements within the meaning of the federal securities laws with respect to the proposed transaction between flyExclusive and EG. These forward-looking statements generally are identified by the words "believe," "project," "expect," "anticipate," "estimate," "intend," "strategy," "future," "opportunity," "plan," "may," "should," "will," "would," "will be," "will continue," "will likely result," and similar expressions. Forward-looking statements are predictions, projections, and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Many factors could cause actual future events to differ materially from the forward-looking statements in this document, including but not limited to: (i) the lack of a third party valuation in determining to pursue the transaction, (ii) the effect of the announcement or closing of the transaction on flyExclusive's business relationships, operating results and business generally, (iii) risks that the transaction disrupts current plans and operations of flyExclusive and potential difficulties in flyExclusive employee retention as a result of the transaction, (iv) the outcome of any legal proceedings that may be instituted against flyExclusive or against EG related to the Equity Purchase Agreement or the transaction, (v) the ability to maintain the listing of the Company's securities on a national securities exchange, (vi) volatility of the price of the Company's securities due to a variety of factors, including changes in the competitive and highly regulated industries in which flyExclusive operates, variations in operating performance across competitors, changes in laws and regulations affecting flyExclusive's business and changes in the combined capital structure, (vi) the ability to implement business plans, forecasts, and other expectations after the completion of the transaction, and identify and realize additional opportunities, and (vii) the risk of downturns and a changing regulatory landscape in the highly competitive aviation industry. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of EG's proxy statement that was filed with the SEC and other documents filed by the Company from time to time with the SEC. These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made. Readers are cautioned not to put undue reliance on forward-looking statements, and the Company assumes no obligation and does not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. The Company does not give any assurance that it will achieve its expectations.

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