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) November 11, 2026

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.)

4000 Center at North Hills Street, Suite 300 Raleigh, NC	27609
(Address of principal executive offices)	(Zip Code)

252-208-7715
Registrant's telephone number, including area code

(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 LLC
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 LLC

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. ☐

Item 1.01 Entry into a Material Definitive Agreement.

On November 11, 2026, flyExclusive, Inc. (the "Company") entered into an Aircraft Management Services Agreement (the "Agreement") with Fly Alliance Holdco, LLC ("Fly Alliance"). Pursuant to the Agreement, Fly Alliance engaged the Company to provide certain flight operations, aircraft management, maintenance support, finance, accounting and treasury management services. As consideration payable to the Company for providing the services, the Company will be entitled to retain the excess of revenue collected over expenses in connection with its delivery of services under the Agreement, in addition to a share of Fly Alliance's profit.

The Agreement has a term of ten years and may be terminated by the Company at any time, in its sole discretion, effective immediately and without notice to Fly Alliance. Fly Alliance may terminate the Agreement upon written notice to the Company if the Company materially breaches the Agreement and fails to cure such breach within thirty days after receipt of written notice thereof. Fly Alliance may also terminate the Agreement five years following the date of the Agreement by making a cash payment to the Company.

As part of the Agreement, Fly Alliance has granted the Company the right to purchase Alliance Aviation Group, LLC ("AAG"), a subsidiary of Fly Alliance (the "Purchase Option"). The term of the Purchase Option expires ten years from the date of the Agreement or the expiration or termination of the Agreement, whichever is earlier. Any purchase is subject to a fully executed, mutually agreed upon definitive purchase agreement and any required regulatory, board of directors, member and shareholder approvals for both the Company and Fly Alliance. The purchase price for the Purchase Option would be based in part on the number of certain Fly Alliance customers. Consideration for the exercise of the Purchase Option may be in the form of the Company’s Class A common stock or cash, or a combination thereof, at the Company’s discretion. The Purchase Option entitles the Company, in its sole discretion, to purchase either the issued and outstanding equity interests or the assets of AAG. The shares of the Company's Class A common stock issuable for the Purchase Option, if paid in shares, would be based on the volume-weighted average price of the Company’s Class A common stock for the 30 trading-day period prior to the closing date of the Purchase Option.

The Agreement also contains representations and warranties of the parties, as well as customary terms regarding expenses, employees, confidentiality of business information, limitation of liability, and indemnification for certain losses.

The foregoing description of the Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Agreement, which is filed herewith as Exhibit 10.1, and is incorporated herein by reference. On November 12, 2026, the Company issued a press release regarding the Amendment, which is attached hereto as Exhibit 99.1 and incorporated by reference herein.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

Exhibit No.	Document
10.1	Aircraft Management Services Agreement, dated November 11, 2026.*
99.1	Press Release, dated November 12, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* This filing excludes schedules and exhibits pursuant to Item 601(b)(10) of Regulation S-K, which the registrant agrees to furnish supplementally to the SEC upon request by the SEC.

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.

Dated: November 17, 2026

FLYEXCLUSIVE, INC.

By: /s/ Thomas James Segrave, Jr.
Name: Thomas James Segrave, Jr.
Title: Chief Executive Officer and Chairman

Exhibit 10.1

Information in this exhibit marked [***] has been excluded pursuant to Regulation S-K, Item 601(b)(10). Such information is not material and is the type of information that the registrant treats as private or confidential.

AIRCRAFT MANAGEMENT SERVICES AGREEMENT

This Aircraft Management Services Agreement (this "**Agreement**"), is made and entered as of November 11, 2026 (the "**Effective Date**"), by and among flyExclusive, Inc., a Delaware corporation ("**Service Provider**"), Fly Alliance Holdco, LLC, a Delaware limited liability company ("**FAH**"), ("**AAG**" together with FAH and any other subsidiaries of FAH, collectively, "**Fly Alliance**" or the "**Company**," and each, a "**Company Entity**"). The obligations, representations and warranties of the Company hereunder shall be the joint and several obligations, representations and warranties of each Company Entity.

WHEREAS, the Company desires to retain the Service Provider to provide certain aircraft management, maintenance, finance, accounting and treasury management services upon the terms and conditions hereinafter set forth, while the ownership of each Company Entity remains in place under its current ownership structure, and the Service Provider is willing to undertake such obligations.

NOW, THEREFORE, in consideration of the foregoing and the mutual and dependent covenants hereinafter set forth, the parties agree as follows:

1.Appointment. The Company hereby engages the Service Provider, and the Service Provider hereby agrees, upon the terms and subject to the conditions set forth herein, to provide, or cause any of its Affiliates to provide, certain services to the Company, as described in Section 3(a) hereof. For purposes of this Agreement, an "**Affiliate**" of any specified person is a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the person specified.

2.Term; Termination; Expiration.

(a)Term. The term of this Agreement (the "**Term**") shall be for a term expiring ten (10) years after the date hereof.

(b)Termination. The Service Provider may terminate this Agreement, in whole or in part (including with respect to any or all of the Services, any Company Entity or any aircraft), at any time, in its sole discretion, effective immediately and without notice to the Company. The Company may terminate this Agreement upon written notice to the Service Provider if the Service Provider materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice thereof from the Company.

(c)Expiration. Upon the earlier of a termination pursuant to Section 2(b) above or the expiration of this Agreement pursuant to Section 2(a) above, except for those terms and conditions contained in Sections 4(e), 5(b)(iv), 5(c), 5(d), 6, 7, 8 and 11 through 23 of this Agreement, all other terms and conditions hereunder shall terminate. Upon any termination or expiration of this Agreement, the parties shall cooperate in good faith to

transition the Services for a period of up to ninety (90) days thereafter, as determined by the Service Provider (the "**Transition Period**"). Upon any termination or expiration of this Agreement, Service Provider shall have no obligation to return to Company, servicing or control of any relationship covered by or relating to the Services, or with respect to the Company's former, existing, and/or prospective clients.

(d)Company Termination. The Company may terminate this Agreement five (5) years following the date hereof (the "**Opt-Out**") by making a cash Opt-Out payment to Service Provider (the "**Opt-Out Payment**"). The election to Opt-out shall be made in writing to Service Provider within six (6) months of the expiration of such five year term with the closing of the transaction being held and the Opt-Out Payment made within thirty (30) days of such written notice and if payment has not been made by such date, the Opt-Out shall terminate. The Opt-out payment shall be the larger of (i) [***] Dollars ($[***]) or (ii) [***] ([***]) times AAG earnings before interest, taxes, depreciation and amortization ("**AAG EBITDA**"). AAG EBITDA shall be determined by mutual agreement of Service Provider and Company using the same generally accepted accounting principles as used in the determination of AAG Profit. If Company elects the Opt-Out, Service Provider shall have ninety (90) days to elect to exercise the Option and if such exercise is not made during such period of time, the Option will terminate.

3.Duties of the Service Provider.

(a)Services. The Service Provider or any of its Affiliates shall provide or arrange for the provision of the aircraft management, maintenance operations (limited to the management of the remaining Fly Alliance Maintenance, LLC, a Delaware limited liability company ("**FAM**"), finance, accounting and treasury management services set forth in Exhibit A hereto (the "**Services**"), and the Service Provider (or its designee) shall be the Company's exclusive provider of Services. From and after the Effective Date, the Service Provider shall operate flights on the Service Provider's platform, excluding brokered flights, using its own aircraft or the FE Managed Fleet aircraft managed by it on behalf of the Company hereunder. Notwithstanding the foregoing, the Service Provider's exclusivity and the requirement that flights, other than brokered flights, designated by Service Provider be operated on the Service Provider's platform shall not apply to (A) the aircraft set forth on Schedule 3(a) (the "**Sky Travel Managed Aircraft**") for so long as it is managed or operated by the Sky Travel Solutions LLC (the "**Sky Travel**"), or (B) any aircraft whose owner has not elected to place such aircraft with the Service Provider. Exhibit A may be amended from time to time upon the written agreement of both parties. The Company hereby authorizes and empowers the Service Provider (or its designee) to perform the Services in a good and workmanlike manner, in accordance with prevailing industry standards, all applicable laws (including the regulations of the Federal Aviation Administration) and consistent with the Company's operational control obligations. Any third-party contract subject to management or control or related to the Services may be amended to replace Company with Service Provider as a party to any such Services contract or to terminate the Company's contract if Service Provider enters into a new contract with such third party. In no event shall Company be required to breach the terms of any third-party contract in so amending, replacing, or terminating any contract. In furtherance of the treasury management Services, (i) the Company shall maintain all of its

operating, deposit and member funds in bank accounts identified on a schedule delivered to the Service Provider on the Effective Date (the "**Company Accounts**") and shall not open or close any bank account without the Service Provider's prior written consent (not to be unreasonably withheld, conditioned or delayed); (ii) the Company shall grant the Service Provider full online view access to all Company Accounts and shall designate one or more Service Provider representatives as authorized signatories on the Company Accounts, and the Service Provider shall have sole authority to approve disbursements from the Company Accounts consistent with the Financial Plan, and no Company signatory shall make any disbursement in excess of $10,000 without the Service Provider's prior written approval; (iii) the Service Provider shall manage the Company's cash, accounts payable, accounts receivable and payroll funding in accordance with the Financial Plan, and shall not commingle Company funds with funds of the Service Provider, except for amounts then due and payable to the Service Provider hereunder; (iv) cash generated from AAG member sales shall be held in a segregated Company Account and applied only as provided in Section 5(b)(viii) and the Financial Plan; and (v) the Service Provider shall deliver to the Company monthly cash reports and account reconciliations within fifteen (15) days after the end of each calendar month. The Service Provider shall have no obligation to fund any Company Account or advance its own funds on behalf of the Company, and shall not be liable for any shortfall in Company funds. Upon expiration or termination of this Agreement, the Service Provider's signatory and access rights to the Company Accounts shall terminate at the end of the Transition Period.

(b)Scope of Services. The Service Provider (or its designee) shall manage the operations of the aircraft set forth on Exhibit B hereto, as such Exhibit B may be updated from time to time by written agreement of the Company and the Service Provider to add any Sky Travel Managed Aircraft or other aircraft whose owner elects to place such aircraft with the Service Provider (collectively, the "**FE Managed Fleet**").

(c)Service Provider Executives. The Service Provider shall use reasonable efforts to have executives hired by the Service Provider (or its designee) in connection with this Agreement and the Services to enter into customary employment agreements, including non-compete provisions.

4.Duties of the Company; Company Covenants; Option.

(a)Duties of the Company. In connection with the Services, the Company shall furnish Service Provider with all information which Service Provider reasonably requests, including without limitation a list of the Company's former, current, and prospective clients, financial statements, operating plans and budgets, marketing and sales information, and shall provide Service Provider with access to the Company's officers, managers, directors, accountants, legal counsel and other advisors. The Company hereby represents and warrants to Service Provider that all such information is and shall be true and accurate in all material respects on the date it is given to Service Provider and does not and shall not contain any untrue statement of a material fact. The Company acknowledges and agrees that Service Provider shall be using and relying upon such information supplied by the Company and its officers, managers, directors, agents and others. If any information provided to Service Provider by the Company becomes inaccurate, incomplete or

misleading in any material respect during Service Provider's engagement hereunder, the Company shall so advise Service Provider in a prompt manner. The foregoing shall be limited to information reasonably required by Service Provider to provide the Services hereunder and shall not extend to cover any materials or information altered, amended, created, or processed by Service Provider under this Agreement ("**Service Provider Information**"). Service Provider hereby represents and warrants to the Company that all Service Provider Information is and shall be true and accurate in all material respects on the date it is given to the Company or third parties in the course of providing the Services, and does not and shall not contain any untrue statement of a material fact. The Service Provider acknowledges and agrees that Company shall be using and relying upon such Service Provider Information supplied by the Service Provider and its officers, managers, directors, agents and others. If any information provided by Service Provider to the Company becomes inaccurate, incomplete or misleading in any material respect during Service Provider's engagement hereunder, Service Provider shall so advise the Company in a prompt manner.

(b)AAG Sales Operations. During the term of the Agreement, AAG shall continue to sell jet cards, memberships and charter, and Chris Tasca ("**Tasca**") shall lead AAG as its Chief Executive Officer. AAG's sales team (and all related expenses) shall remain with AAG, and all sales team salaries and sales expenses shall be the sole responsibility of AAG. AAG shall operate in accordance with the financial plan which shall be mutually agreed to by the Company and the Service Provider and attached hereto as Exhibit D within ten (10) days of the Effective Date, as the same may be amended, supplemented or replaced from time to time by written agreement of the Company and the Service Provider (the "**Financial Plan**"), which is incorporated herein by reference and made a part of this Agreement. AAG Profit shall be split between Service Provider and AAG as follows: AAG's portion of AAG Profit shall be set at fifty percent (50%) of AAG Profit (as defined in Section 5(a)) for AAG Profit up to [***] Dollars ($[***]); sixty percent (60%) of AAG Profit for AAG Profit between [***] Dollars ($[***]) and [***] Dollars ($[***]); and seventy percent (70%) of AAG Profit for AAG Profit in excess of [***] Dollars ($[***]). In each case set forth in this Section, the balance of AAG Profit shall be paid to the Service Provider and the balance thereof retained by AAG.

(c)Amendment and Estoppel. In connection with Services, the Company shall use commercially reasonable efforts to cause third parties that shall be provided Services to (i) amend such third party's active and existing contract with the Company to, among other matters, designate the Service Provider as the entity that shall provide Services to such third party during the term of this Agreement or, at the request of the Service Provider, terminate Company's contract with such third parties and reasonably assist Service Provider in executing a new agreement with such third party, and (ii) execute a release, and standard estoppel, to, among other matters, preclude such third party from asserting any claims, demands, offsets, liens, or defenses against Service Provider that arose or accrued or could have arisen or accrued prior to the Effective Date, whether known or unknown, asserted or unasserted, contingent or otherwise.

(d)Flight Management System. Immediately upon the Effective Date (and, if possible, prior to notifying Company staff of the transactions contemplated hereby), FAH

shall cause Fly Alliance Charter, LLC, Delaware limited liability company ("**FAC**"), to move its fleet to the Service Provider's flight management system ("**FMS**"), and the Company shall provide all data and cooperation reasonably requested by the Service Provider in connection therewith.

(e)Option. The Company hereby grants Service Provider the right to purchase AAG (the "**Purchase**") on the terms set forth herein (the "**Option**"). The term of the Option shall expire on the earlier of (i) the date that is ten (10) years from the date hereof, and (ii) the expiration or termination of the this Agreement (subject to Section 2(c) and Section 2(d)); provided, however, that the term of the Option shall continue until the closing of the Purchase or the abandonment of the Purchase by either party or both parties (the "**Option Term**") so long as the Service Provider provides notice of its intent to exercise the Option prior to the expiration of the Option Term. The Purchase shall be subject to a fully executed mutually agreed upon definitive purchase agreement and any required regulatory, board, member and shareholder approvals for both the Company and the Service Provider. The Service Provider shall have no obligation with respect to consummating the Purchase in the absence of such approvals. The purchase price for the Purchase shall equal (i) $[***] multiplied by the number of Active Members, minus (ii) the Cash Deficiency; and minus (iii) the dollar amount of any liability or obligation taken by Service Provider, in Service Provider's sole discretion; provided, however, that notwithstanding the foregoing, the purchase price shall not be less than $[***] multiplied by the number of Active Members. "**Cash Deficiency**" means the amount, if any, by which the deferred revenue attributable to the Active Members exceeds the actual cash on hand to support the flight liability to such Active Members. By way of example, if there are [***] Active Members, deferred revenue of such Active Members is $[***] and actual cash on hand to support the flight liability is $[***], the Cash Deficiency would be $[***] and the purchase price would be $[***] minus $[***], or $[***]. If cash on hand exceeds the flight liability amount, the excess shall be retained by Company. In order to avoid any confusion with respect to the assets to be transferred to Service Provider in connection with the exercise of the Option, Company shall transfer one hundred percent of its cash and cash equivalents and other liquid securities or instruments to Service Provider. "**Active Member**" means each AAG jet card, membership or similar program customer who, as of the Measurement Date, (A) is party to a valid, unexpired and non-terminated program agreement with AAG, (B) is not in payment or other material default thereunder, (C) has a funded account balance of not less than $25,000 (or, for hourly or block-time programs, not less than five (5) prepaid flight hours), and (D) has flown at least one (1) flight segment, or purchased or renewed a program or replenished its account, during the twelve (12) month period ending on the Measurement Date; provided, that (x) multiple accounts held by the same customer or its Affiliates shall be counted as a single Active Member, and (y) Active Members shall exclude any customer who has delivered notice of termination or non-renewal, or requested a refund of its account balance, and any employee, officer, member or Affiliate of any Company Entity or of Tasca. "**Measurement Date**" means the last day of the calendar month immediately preceding the date on which the Service Provider delivers notice of exercise of the Option, and the Cash Deficiency shall be determined as of the Measurement Date. The Option shall entitle the Service Provider to purchase one hundred percent (100%) of, in Service Company's discretion, either (i) the issued and outstanding equity interests of AAG, or (ii) the assets of AAG (collectively, the

"**AAG Interests**"), free and clear of all liens and encumbrances (other than the deferred revenue for flight liability and any mutually agreed upon trade payables that (i) have been incurred in the ordinary course of business; (ii) have not been outstanding more than thirty (30) days and (iii) relate directly to the retention of each Active Member). The purchase price set forth above shall constitute the aggregate consideration for all of the AAG Interests. FAH hereby represents that it owns one hundred percent of AAG. FAH also hereby (A) grants the Option with respect to the AAG Interests held directly or indirectly by it, (B) agrees to sell, assign and transfer such AAG Interests to the Service Provider upon exercise of the Option, (C) waives any right of first refusal, preemptive right, tag-along, consent or similar right under the organizational documents of AAG or otherwise with respect to the Purchase, and (D) agrees not to sell, transfer, pledge or otherwise encumber any AAG Interests, or permit AAG to issue any additional equity interests, during the Option Term without the prior written consent of the Service Provider (not to be unreasonably withheld, conditioned or delayed). The purchase price shall be paid, in the sole discretion of the Service Provider, in cash or in unrestricted shares of the Service Provider's common stock, or a combination of cash and common stock (other than normal trading restrictions applicable to Tasca as an executive of the Service Provider); provided, that such shares shall, at the closing of the Purchase, be registered under the Securities Act of 1933, as amended, or otherwise freely tradeable without restriction or volume limitation, and listed on a national securities exchange. The number of shares of the Service Provider's common stock issuable in payment of the purchase price shall equal the purchase price divided by the VWAP of the Service Provider's common stock as of the closing date of the Purchase, rounded down to the nearest whole share, with cash paid in lieu of any fractional share. "**VWAP**" means for any date, the price determined by the first of the following clauses that applies: (A) if the Service Provider's common stock is then listed or quoted on a national securities exchange (a "**trading market**"), the average of the daily volume weighted average price of the Service Provider's common stock for the thirty (30) trading days immediately preceding such date on the trading market on which the Service Provider's common stock is then listed or quoted as reported by Bloomberg L.P. (based on a trading day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time) determined without regard to afterhours trading or any other trading outside the regular trading session or trading hours), (B) if the Service Provider's common stock is not then listed or quoted on a trading market but is then quoted on OTCQB or OTCQX, the average of the daily volume weighted average price of the Service Provider's common stock for the thirty (30) trading days immediately preceding such date on OTCQB or OTCQX, as applicable, (C) if the Service Provider's common stock is not then listed or quoted for trading on a trading market, OTCQB or OTCQX and if prices for the Service Provider's common stock are then reported on the Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the average of the daily volume weighted average ask price per share of the Service Provider's common stock so reported for the thirty (30) trading days immediately preceding such date, or (D) in all other cases, the fair market value of a share of the Service Provider's common stock as determined by an independent appraiser selected in good faith by the Service Provider and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Service Provider. To the extent that any Company Entity receives any bona fide written offer from a third party to acquire AAG, any AAG Interests or all or substantially all of the assets of

AAG during the Option Term, the Company shall promptly notify Service Provider of the terms and conditions of such offer and Service Provider shall have a right of first refusal to meet the terms of any such third party offer, exercisable by written notice delivered to the Company within fifteen (15) business days after the Service Provider's receipt of the Company's notice; if the Service Provider does not timely exercise such right, the applicable Company Entity may consummate the transaction with such third party on terms not materially more favorable to such third party on the same terms offered to the Service Provider. Notwithstanding anything to the contrary in this Agreement, the Option Term shall expire on the date, if any, that Service Provider terminates this Agreement without cause.

(f)Transfer of Company Member Information. Company has provided Service Provider with a comprehensive listing of its clients and members. Such documentation includes a list of all Company members and clients including detailed contact information, historical flights, the type of membership and the balance of block time funds on account for each member. Following the Second (2nd) anniversary of the Effective Date, Company agrees that the Service Provider shall be entitled to negotiate with such members and clients and offer Service Provider programs that will replace Company programs, in each case with the prior written consent of the Company (not to be unreasonably withheld, conditioned or delayed) and in coordination with AAG. The terms and conditions to be offered by Service Provider will be in the reasonable discretion of the Service Provider; provided, however, the objective of the Service Provider offer will be to move as many Company members and clients as commercially reasonable to Service Provider membership programs. Company agrees to such negotiations and movement and acknowledges that the ultimate terms and conditions offered to its members and clients will be a function of market reaction to this Agreement and the provision of management services by the Service Provider. To the extent that Company members or clients do not sign contracts with Service Provider for one of its programs, such members shall remain Company members or clients and Service Provider will have no obligations with respect to such members or clients. In addition, during the Term (and any Transition Period), the Company shall, and shall cause its Affiliates to, make available to the Service Provider and its designees, promptly upon the Service Provider's request and at no additional cost to the Service Provider, all software licenses, tools, systems, platforms, databases, data, documentation, credentials and other technology resources owned, licensed or used by the Company (collectively, the "**Company Technology Resources**") that are reasonably needed or requested by the Service Provider in connection with the Services, the migration of the Company's fleet, records and data to the Service Provider's FMS, or any other transaction contemplated by this Agreement. To the extent any Company Technology Resource is licensed from a third party, the Company shall use commercially reasonable efforts to obtain any consent required to provide access to, sublicense or assign such Company Technology Resource to the Service Provider, and shall maintain each such license in full force and effect, including by timely paying all associated fees in accordance with the Financial Plan. The Company shall not terminate, fail to renew or materially modify any Company Technology Resource used in connection with the Services without the Service Provider's prior written consent (not to be unreasonably withheld, conditioned or delayed). Nothing in this Section 4(f) shall be construed to transfer to the Service

Provider ownership of any Company Technology Resource or require the Company to breach the terms of any third-party license.

(g)Financial Statement. Company acknowledges that the Service Provider's commitment to provide management services in exchange for the Management Fee set forth in Section 5 is based upon financial information provided to Service Provider. The Company represents and warrants to the Service Provider that the financial information, as of the Effective Date, has been prepared on a basis consistent with the Company's historical practices, is true and correct in all material respects, and includes all items of revenue and expense that are currently received as revenue or incurred as operating expenses, in connection with or related to the operation of the aircraft subject to this Agreement. The information regarding expenses includes a comprehensive summary of all aircraft maintenance, insurance, maintenance and engine program costs, revenue share and revenue split or other rental payments. The Company and the Service Provider acknowledge that the financials do not include any indirect corporate general and administrative expenses, but only expenses required to support flight operations to be managed by Service Provider under this Agreement. There are no undisclosed liabilities not included in the expense items provided by Company to Service Provider other than ordinary operating expenses not yet billed to or incurred by Company between the date of such financials and the Effective Date of this Agreement, nor obligations or liens on any of the assets subject to this Agreement. The Company is aware of no liens on the assets that, after consummation and execution of this Agreement, could affect the delivery of Services under this Agreement.

(h)Financial Plan; Negative Covenant. The Company shall operate in accordance with the Financial Plan. No Company Entity shall incur any additional indebtedness or material obligations outside the Financial Plan without the prior written consent of the Service Provider, in the sole discretion of the Service Provider. For purposes of this Section 4(h), "**material obligations**" means any contract, commitment, liability or other obligation (or series of related contracts, commitments, liabilities or obligations) of any Company Entity that (i) involves payments or other consideration in excess of $25,000 individually or $50,000 in the aggregate in any twelve (12) month period, (ii) has a term exceeding twelve (12) months and is not terminable by the Company Entity without penalty on ninety (90) days' notice or less, (iii) involves the acquisition, lease or disposition of any aircraft or interest therein, or (iv) involves any guarantee, lien or encumbrance on the assets of any Company Entity; provided, that "material obligations" shall not include ordinary course trade payables and operating expenses incurred consistent with past practice and the Financial Plan.

(i)Company Representations and Warranties.

(A)Each Company Entity is a limited liability company duly formed, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority to own, lease, and operate its properties and carry on its business as now being conducted. Each Company Entity is qualified to do business

and is in good standing in each jurisdiction where the conduct of its business or ownership of its properties requires such qualification.

(B)Each Company Entity has all requisite limited liability company power and authority to enter into this Agreement and perform its obligations under this Agreement. The execution, delivery and performance by each Company Entity of this Agreement have been duly authorized by all necessary limited liability company action. This Agreement has been duly and validly executed and delivered by each Company Entity and, assuming that this Agreement is a valid and binding obligation of the other parties hereto, constitutes the legal, valid and binding obligation of each Company Entity, enforceable against each Company Entity in accordance with its terms.

(C)Chris Tasca, as manager of FAH, has determined that this Agreement and transactions contemplated hereby are in the best interests of the Company and its members, and has the right, power and authority to enter into this Agreement on behalf of each Company Entity without approval of any other manager, member or equity holder of any Company Entity.

(D)The consummation of the transactions contemplated hereby and the performance by each Company Entity of its obligations hereunder will not: (i) violate or conflict with, or require any consent, approval or waiver under, any term, condition or provision of (A) such Company Entity's organizational or governing documents, (B) any contract to which such Company Entity is a party or by which any of its assets are bound, other than the consents of the Primary Lessors under the Aircraft Leases set forth on Schedule 4(i)(D) (the "**Lessor Consents**"), or (C) any law applicable to such Company Entity; or (ii) result in the creation of any material lien upon any of the assets or properties of such Company Entity. No Company Entity is in breach of any contract or agreement related to the provision of Services contemplated by this Agreement. Schedule 4(i)(D) sets forth a true and complete list of each Aircraft Lease, the applicable Primary Lessor and each consent, approval or waiver required under such Aircraft Lease in connection with the management and operation of the applicable Leased Aircraft by the Service Provider hereunder.

(j)Service Provider Representations and Warranties. As of the Effective Date:

(A)The Service Provider is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own, lease, and operate its properties and carry on its business as now being conducted. The Service Provider is qualified to do business and is in good standing in

each jurisdiction where the conduct of its business or ownership of its properties requires such qualification.

(B)The Service Provider has all requisite corporate power and authority to enter into this Agreement and perform its obligations under this Agreement. The execution, delivery and performance by the Service Provider of this Agreement have been duly authorized by all necessary corporate action. This Agreement has been duly and validly executed and delivered by the Service Provider and, assuming that this Agreement is a valid and binding obligation of the other parties hereto, constitutes the legal, valid and binding obligation of the Service Provider, enforceable against the Service Provider in accordance with its terms.

(k)Conditions. The effectiveness of this Agreement and the Service Provider's obligations hereunder are conditioned upon (A) the Company, Tasca and their respective Affiliates executing and delivering a release, in form and substance reasonably satisfactory to the Company and the Service Provider, releasing the Service Provider and the Service Provider Related Parties from all liabilities and claims arising prior to the Effective Date (other than obligations under this Agreement), and (B) the Company obtaining all necessary consents from its creditors, if any, required in connection with this Agreement. The Service Provider's obligations with respect to each Leased Aircraft are further conditioned upon the Company obtaining the Lessor Consent, if any, required under the applicable Aircraft Lease, in form and substance reasonably satisfactory to the Service Provider. If any required Lessor Consent has not been obtained within sixty (60) days after the Effective Date, the Service Provider may, by written notice to the Company, remove the applicable Leased Aircraft from the FE Managed Fleet, and this Agreement shall otherwise remain in full force and effect.

5.Management Fee; Expenses.

(a)Management Fee. As consideration payable to the Service Provider or any of its Affiliates for providing the Services to the Company, the Service Provider shall be entitled to retain the excess of revenue collected over expenses incurred in connection with its delivery of Services hereunder, plus the percentage of AAG Profit that AAG is not entitled to retain as set forth in Section 4(b). For the avoidance of doubt, Service Provider shall be responsible for all of its own expenses incurred in connection with providing the Services (e.g. personnel, fuel, travel, etc.). "**AAG Profit**" means, for any calendar month, the net income of AAG, determined in accordance with generally accepted accounting principles before deducting the amounts retained by AAG under Section 4(b). Any FAC losses payable out of AAG Profit under Section 5(b)(viii) shall be deducted solely from the amount of Net Profit retained by AAG described under Section 4(b). AAG Profit shall be calculated by the Service Provider within thirty (30) days after the end of each calendar month and distributed within fifteen (15) days thereafter, and any net loss shall be carried forward solely against the amount of AAG Profit retained by AAG for future periods. The Service Provider shall deliver to the Company, together with each distribution, a written statement setting forth the calculation of AAG Profit in reasonable detail, together with reasonable supporting documentation. The Company may object to any such statement by

written notice delivered within thirty (30) days after receipt, in which case the parties shall negotiate in good faith to resolve such objection, and any dispute not resolved within thirty (30) days thereafter shall be submitted to an independent accounting firm mutually acceptable to the parties, whose determination shall be final and binding absent manifest error and whose fees shall be borne by the parties in inverse proportion to the extent they prevail. Upon reasonable advance notice and not more than once per calendar year, the Company may audit the books and records of the Service Provider and AAG, but only to the extent of the records relating solely and exclusively to AAG Profit.

(b)Expenses.

(i)During the term of this Agreement, all expenses in connection with the Services that are confirmed by the Service Provider in the Service Provider's reasonable discretion as being required to support flight operations shall be paid by the Service Provider. To the extent such expenses arise from a Company contract, such expense shall not be paid unless the contract relating to such expense has been provided by Company to Service Provider (collectively with non-contractual expenses disclosed by Company to Service Provider, the "**Expenses**"). Company represents and warrants to Service Provider that (A) each contract constituting or included in Expenses is valid and in full force and effect; (B) subject to receipt of the Lessor Consents, the execution and performance of this Agreement shall not, with the passage of time or otherwise, result in a breach of or constitute an event of default under any such contract, or result in termination or acceleration of obligations under any such contract; and (C) subject to Section 5(b)(iv) below, no amounts due by Company under any such contract are accrued or outstanding except as disclosed to Service Provider on or before the Effective Date of this Agreement.

(ii)In the event that, and to the extent that, such Expenses cannot be paid by the Service Provider, the Service Provider shall reimburse the Company in the amount of such Expenses actually paid by the Company.

(iii)Company has no liabilities or obligations relating to the Services that have not been disclosed in this Agreement or specifically identified as an Expense.

(iv)From and after the date of this Agreement, to the extent that Service Provider receives an invoice or other bill for services provided that relates to or includes expenses accrued or incurred for any period or portion of a period prior to the date hereof, (A) if such invoice relates in full to any period prior to the date hereof, Service Provider will forward such invoice to Company; and (B) if such invoice relates in part to any period prior to the date hereof and in part to any period subsequent to the date hereof, Service Provider shall allocate responsibility for such invoice to periods before and after the date hereof with the Company being responsible for periods before the date hereof and Service Provider being responsible for periods after the date hereof. In either case, Company will pay Service Provider the invoice amounts for which Company is responsible in full

within ten (10) days of the date forwarded. From and after the date of this Agreement, to the extent that Company receives an invoice or other bill for services provided that relates to or includes expenses accrued or incurred for any period or portion of a period prior to the date hereof, (C) if such invoice relates in full to any period prior to the date hereof, Company shall be solely responsible for such invoice; and (D) if such invoice relates in part to any period prior to the date hereof and in part to any period subsequent to the date hereof, Company shall allocate responsibility for such invoice to periods before and after the date hereof with the Company being responsible for periods before the date hereof and Service Provider being responsible for periods after the date hereof, and Company shall forward such invoice to Service Provider, and Service Provider will pay Company the invoice amounts for which Service Provider is responsible in full within ten (10) days of the date forwarded. To the extent that either party fails to pay its portion, the balance due shall bear interest at the rate of the lesser of ten percent (10%) per annum and the maximum rate permitted by applicable law from the date any such invoice is due, and such invoice amount shall be subject to setoff from amounts otherwise due either hereunder or in connection with this Agreement.

(v)With respect to operation of the aircraft receiving the Services, all revenue associated with management and operation of such aircraft shall be prorated for November 2026 based on the days of operation. For example, if this Agreement is dated November 20, 2026, the Company shall be entitled to aircraft flight revenue for twenty (20) days and 20/31 of management fees for the month of November and the Service Provider shall be entitled to 11/31 of management fees for the month of November and all aircraft flight revenue for November 21, 2026 and from thereon.

(vi)Expense Stop. To the extent that maintenance, direct operating cost, engine programs, training, or other operating costs of the FE Managed Fleet exceed the Service Provider's planned rates set forth in Exhibit C, the overage in cost shall be the responsibility of the Company and shall be paid by the Company to the Service Provider within thirty (30) days after receipt of an invoice accompanied by reasonable supporting documentation.

(vii)Leased Aircraft. The owned or leased aircraft included in the FE Managed Fleet, as identified on Exhibit B (the "**Leased Aircraft**") shall not be subleased, assigned or otherwise transferred to the Service Provider, except pursuant to a new lease or control or management agreement between the applicable lessor and the Service Provider. Company (or one of its Affiliates) shall remain the owner or lessee, as applicable, of each Leased Aircraft under the applicable lease, financing or similar agreement (each, an "**Aircraft Lease**," and each lessor or financing party thereunder, a "**Primary Lessor**"), and the Service Provider shall manage and operate the Leased Aircraft solely as manager on behalf of Company (or one of its Affiliates) pursuant to this Agreement, unless Service Provider enters into a new lease or control or management agreement for any such aircraft. The Service Provider shall pay to Company, for each Leased Aircraft, an amount set forth on Exhibit B, (the "**Aircraft Rent**"), with such amount being

included as a deduction in the determination of AAG Profit. Company and its applicable Affiliates shall remain solely responsible for all rent, reserves and other obligations under each Aircraft Lease, and any shortfall between the amounts available to Company under this Section 5(b)(vii) and the amounts payable by Company or its Affiliates to the Primary Lessors shall be paid by Company or its Affiliates. Nothing herein shall constitute an assumption by the Service Provider of any obligation under any Aircraft Lease. The managed aircraft included in the FE Managed Fleet, as identified on Exhibit B, shall be operated by the Service Provider pursuant to the applicable management agreement terms as set forth in Exhibit A. Company and the Service Provider shall work with the Primary Lessors to obtain the Lessor Consents and, where appropriate, renegotiate the applicable Aircraft Leases.

(viii)Funding of FAC Losses. Cash generated from AAG member sales shall be used to fund Fly Alliance Charter, LLC, LLC ("**FAC**") expenses, including accrued but unpaid payables, until eliminated, for up to twelve (12) months following the Effective Date or up to $5,000,000 in the aggregate, whichever comes first. Thereafter, any FAC expenses, including accrued but unpaid payables, shall be paid out of AAG's share of AAG Profit.

(ix)Extension of Credit Facility. Service Provider will provide Company with credit up to Five Hundred Thousand Dollars ($500,000) that may be used by Company to fund a portion of the flight time cost of any flights provided by Service Provider to Company. For any such flights, Company shall pay Service Provider the required deposit, of not less than fifty percent (50%) of the cost of the flight, in cash up front, and the balance of the cost of any such flight shall be funded out of the credit up to the limit set forth in this section. Interest accrues on any such amounts at the rate of eighteen percent (18%) per annum and all amounts due for any given month will be payable in full within six (6) months of the date such amounts are incurred. No amounts for incidental expenses related to any such flights will be funded by the Service Provider. Amounts due under this Extension of Credit will be paid out of any amounts retained by AAG under Section 4(b) prior to any payments or distributions to AAG; provided, however, any such amounts that remain outstanding at the expiration of six (6) months from incurrence shall be payable at such time by the Company.

(c)No Assumption. Notwithstanding any provision in this Agreement to the contrary, Service Provider shall not assume and shall not be responsible to pay, perform or discharge any liabilities or obligations of Company or any of its respective Affiliates of any kind or nature whatsoever unless such liability or obligation is specifically agreed in writing and included in Expenses. All liabilities of Company and it Affiliates shall remain liabilities of Company and its Affiliates, respectively, and any shortfall in trade liabilities, engine programs, training, aircraft maintenance due and similar obligations shall ultimately be paid by Company and its Affiliates. Company shall, and shall cause each of its Affiliates to, pay and satisfy in due course all liabilities and obligations which it is obligated to pay and satisfy. In all cases, no liabilities or obligations in respect of any contract included in

Expenses shall be an obligation or liability of Service Provider to the extent related to, or accrued in any manner related to, any failure to perform, improper performance, warranty, or other breach, default or violation by Company, whether before or after the date hereof. In all cases, no liabilities or obligations in respect of any contract included in Expenses shall be an obligation or liability of Company to the extent related to, or accrued in any manner related to, any failure to perform, improper performance, warranty, or other breach, default or violation by Service Provider, whether before or after the date hereof.

(d)Employees. Company shall be responsible for, and Service Provider assumes no responsibility or liability for, any entitlement of any director, officer, employee or consultant of Company to severance pay or any other benefit or payment, including but not limited to hourly pay, commission, bonus, salary, accrued vacation or paid time off, fringe, pension or profit sharing benefits or severance pay, and Company shall pay any and all such amounts to all entitled persons as and when due in accordance with applicable law. The Service Provider shall be responsible for all compensation, benefits and other obligations with respect to any individual employed by the Service Provider, from and after the date of such individual's hire by the Service Provider.

6.Confidentiality. Each of the Company and the Service Provider acknowledge that during the course of their relationship hereunder, they may be given access to or may become acquainted with Confidential Business Information (as defined below) of the other party. In recognition of the foregoing, the parties hereby agree not to disclose or use any of the Confidential Business Information of the other party except in connection with this Agreement, the Services, or as otherwise required by applicable laws. In the event a party is required by applicable laws to disclose Confidential Business Information of the other party, such party shall (if permitted by applicable laws) give reasonable advance written notice to such other party prior to such disclosure, so that the initial disclosing party may seek a protective order. For purposes of this Agreement, "**Confidential Business Information**" shall mean non-public confidential or proprietary information, and trade secrets, of either party relating to its business, including, but not limited to: (a) business methods, plans, processes, opportunities, and challenges; (b) facilities; (c) billing records; (d) client records, including without limitation client names or other personal information of clients, passenger names or other personal information of passengers, travel routes, travel frequency, (e) tax returns, financial information and data, business reports and metrics; (f) any records, memoranda and correspondences dealing with the business of the Company or the Service Provider; (g) policies; (h) financial and operational information, (i) internal memoranda; (j) form agreements or checklists; (k) contracts or agreements executed with any person or entity; (l) information regarding advantageous business relationships with other entities; (m) officer, director, and equity holder information; (n) employee recruiting techniques and procedures, employee training techniques and procedures, customer engagement and event development techniques and procedures, and the content of scripts and marketing collateral; all relating to or useful in their business and which have not been disclosed to the general public; and (o) the terms of this Agreement. The parties agree and acknowledge that the Confidential Business Information, as such may exist from time to time, constitutes valuable, confidential, special, and unique assets of its owner. The parties understand and agree that their obligations and duties under this Section 6 do not cease upon termination of this Agreement and, further, the parties shall return all Confidential Business Information (including any copies thereof) to its owner promptly following termination of this Agreement.

7.Disclaimer; Limitation of Liability; Survival.

(a)Service Provider Disclaimer. The Service Provider represents and warrants that the Services shall be performed in a good and workmanlike manner, in accordance with prevailing industry standards and all applicable laws (including the regulations of the Federal Aviation Administration). Except as expressly set forth in this Agreement, the Service Provider makes no representations or warranties, express or implied, in respect of the Services to be provided by it hereunder.

(b)Service Provider Limitation of Liability. Neither the Service Provider nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives, and Affiliates (each a "**Service Provider Related Party**" and, collectively, the "**Service Provider Related Parties**") shall be liable to the Company or any of its Affiliates for any loss, liability, damage, or expense arising out of or in connection with the performance of any Services contemplated by this Agreement, unless such loss, liability, damage, or expense shall be proven to result directly from the gross negligence, willful misconduct or fraud of such person. In no event shall the Service

Provider or any of the Service Provider Related Parties be liable to the Company for special, indirect, punitive, or consequential damages, including, without limitation, loss of profits or lost business, even if the Service Provider has been advised of the possibility of such damages. Under no circumstances shall the liability of the Service Provider and the Service Provider Related Parties exceed, in the aggregate, Five Hundred Thousand Dollars ($500,000).

(c)Company Disclaimer. The Company makes no representations or warranties, express or implied, in respect of its performance hereunder, except as expressly set forth in this Agreement.

(d)Company Limitation of Liability. Neither the Company nor any of its officers, directors, managers, principals, stockholders, partners, members, employees, agents, representatives, and Affiliates (each a "**Company Related Party**" and, collectively, the "**Company Related Parties**") shall be liable to the Service Provider or any of its Affiliates for any loss, liability, damage, or expense arising out of or in connection with the performance of the Company's obligations under this Agreement, unless such loss, liability, damage, or expense shall be proven to result directly from the gross negligence, willful misconduct or fraud of such person. In no event shall the Company or any of the Company Related Parties be liable to the Service Provider for special, indirect, punitive, or consequential damages, including, without limitation, loss of profits or lost business, even if the Company has been advised of the possibility of such damages. Under no circumstances shall the liability of the Company and the Company Related Parties exceed, in the aggregate, Five Hundred Thousand Dollars ($500,000). Notwithstanding the foregoing, nothing in this Section 7(d) shall limit the Company's payment, reimbursement or indemnification obligations under Sections 5 and 8, or any liability for breach of the Company's representations and warranties or of Section 4(e).

(e)Survival. The representations and warranties of each of the Company and the Service Provider shall survive the termination or expiration of this Agreement for a period of twelve (12) months. The covenants and agreements of each of the Company and the Service Provider shall survive the termination or expiration of this Agreement without limitation until fulfilled.

8.Indemnification.

(a)By the Company. Subject to Section 7(d), the Company shall indemnify and hold harmless the Service Provider and each of the Service Provider Related Parties (each, a "**Service Provider Indemnified Party**") from and against any and all losses, claims, actions, damages, and liabilities, joint or several, to which such Service Provider Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, or decree, made by any third party or otherwise, relating to or arising out of the Company's obligations referred to in or contemplated by this Agreement or the engagement of such Service Provider Indemnified Party pursuant to, and the performance by such Service Provider Indemnified Party of the Services or other matters referred to or contemplated by, this Agreement, in each case where such claim either arose during the term of this Agreement

or relates to any period of time prior to the date of this Agreement (each a "**Service Provider Claim**"), and the Company shall reimburse any Service Provider Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Service Provider Indemnified Party is a party thereto. Notwithstanding the foregoing, the Company shall not be required to indemnify any Service Provider Indemnified Party under this Section 8 to the extent that any loss, claim, damage, liability, cost, or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of such Service Provider Indemnified Party. The reimbursement and indemnity obligations of the Company under this Section 8 shall be in addition to any liability which the Company may otherwise have, shall extend upon the same terms and conditions to any Affiliate, Service Provider Related Party, or controlling person, as the case may be, of the Service Provider and any Affiliates of such persons, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the parties hereto and their respective Affiliates and Related Parties. The provisions of this Section 8 shall survive the termination of this Agreement. To the extent that the Service Provider has a claim for indemnification under this Agreement, the Service Provider may elect, in its sole discretion and without prejudice to any other remedy, to set off and withhold the amount of such claim, in whole or in partial satisfaction of such claim, against amounts owed to the Company hereunder. For the avoidance of doubt, Service Provider Claims shall not include any losses, claims, actions, damages, and liabilities, joint or several, to which such Service Provider Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, or decree, made by any third party or otherwise, relating to or arising from or related to any contract between Service Provider and any third party.

(b)By the Service Provider. Subject to Section 7(b), the Service Provider shall indemnify and hold harmless the Company and each of the Company Related Parties (each, a "**Company Indemnified Party**") from and against any and all losses, claims, actions, damages, and liabilities, joint or several, to which such Company Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, or decree, made by any third party or otherwise, to the extent arising out of the performance of the Services by the Service Provider during the term of this Agreement (each a "**Company Claim**"), and the Service Provider shall reimburse any Company Indemnified Party for all costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) as they are incurred in connection with the investigation of, preparation for, or defense of any pending or threatened claim or any action or proceeding arising therefrom, whether or not such Company Indemnified Party is a party thereto. Notwithstanding the foregoing, the Service Provider shall not be required to indemnify any Company Indemnified Party under this Section 8 to the extent that any loss, claim, damage, liability, cost, or expense is determined by a court, in a final judgment from which no further appeal may be taken, to have resulted solely from the willful misconduct of such Company Indemnified Party. The reimbursement and indemnity obligations of the Service Provider under this Section 8 shall be in addition to any liability which the Service Provider may otherwise have, shall extend

upon the same terms and conditions to any Affiliate, Company Related Party, or controlling person, as the case may be, of the Company and any Affiliates of such persons, and shall be binding upon and inure to the benefit of any successors, assigns, heirs, and personal representatives of the parties hereto and their respective Affiliates and Related Parties. The provisions of this Section 8 shall survive the termination of this Agreement. For the avoidance of doubt, Company Claims shall not include any losses, claims, actions, damages, and liabilities, joint or several, to which such Company Indemnified Party may become subject under any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, or decree, made by any third party or otherwise, relating to or arising from or related to any contract between Company and any third party.

9.Independent Contractor. Nothing contained herein shall be construed as creating a partnership, trust, fiduciary relationship, joint venture, or any relationship other than vendor as between the Service Provider and the Company. The Service Provider shall be an independent contractor pursuant to providing Services under this Agreement. The Company shall also be an independent contractor in performing its obligations under this Agreement. Except as set forth in the following sentence, neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party. Company hereby appoints the Service Provider as its limited agent, during the Term and any Transition Period, to communicate with the Primary Lessors, maintenance and engine program providers, vendors and other third parties, and to schedule, arrange and administer the operation and maintenance of the FE Managed Fleet, in each case in the ordinary course of providing the Services and consistent with the Financial Plan; provided, that the Service Provider shall not, in such capacity, amend, terminate or waive any rights under any Aircraft Lease without Company's prior written consent, and no such action shall create any obligation of the Service Provider. Nothing in this Agreement shall be deemed or construed to enlarge the fiduciary duties and responsibilities, if any, of the Service Provider or any of its Service Provider Related Parties, or Company or any of its Company Related Parties including without limitation in any of their respective capacities as stockholders or directors of the Company or of Service Provider.

10.Permissible Activities. Nothing herein shall in any way preclude the Service Provider or its Affiliates or the Service Provider Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the Company or any of its Affiliates. So long as the Company is not providing services comparable to the Services to any party, vendor, supplier or client providing or receiving Services under this Agreement, nothing herein shall in any way preclude the Company or its Affiliates or their respective Company Related Parties from engaging in any business activities or from performing services for its or their own account or for the account of others, including, without limitation, companies which may be in competition with the business conducted by the Service Provider or any of its Affiliates.

11.Notices. Any notice, request, instruction, or other document to be given hereunder by a party shall be in writing and shall be deemed to have been given: (i) when received if given in person; (ii) on the date of receipt if sent by overnight courier; (iii) five days after being deposited

in the U.S. mail, certified mail, return receipt requested, postage prepaid; or (iv) in the case of electronic mail, on the date sent (if confirmation of transmission is received by the sender or no failure message is generated), except that if the electronic mail is received at or after 4:00 p.m. (local time in place of receipt), then the notice, request, instruction or other document shall be deemed to have been delivered and received on the next business day:

If to the Company:	c/o Chris Tasca 490 Herndon Avenue Orlando, FL 32803 Email: chris.tasca@flyalliance.com
with a copy to:	Stevens & Lee, P.C. 321 South Main Street, Suite 400 Providence, RI 02903 Attention: Joshua Celeste Email: joshua.celeste@stevenslee.com
If to the Service Provider:	flyExclusive, Inc. 2860 Jetport Rd. Kinston, NC 28504 Attention: Jim Segrave Email: jsegrave@flyexclusive.com
with a copy to:	Wyrick Robbins Yates & Ponton LLP 4101 Lake Boone Trail, Suite 300 Raleigh, NC 27607 Attention: Larry E. Robbins Email: lrobbins@wyrick.com

or to such other individual or address as a party hereto may designate for itself by notice to the other party given as herein provided.

12.Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

13.Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. However, neither this Agreement nor any of the rights or obligations of the parties hereunder may be transferred or assigned by any party hereto, except that (a) if the Company shall merge or consolidate with or into, or sell or otherwise transfer substantially all its assets to, another company which assumes the Company's obligations under this Agreement, the Company may assign its rights hereunder to that company, and (b) the Service Provider may assign its rights and obligations hereunder to any of its Affiliates. Any attempted transfer or assignment in violation of this Section 13 shall be void.

14.No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement; provided, that each Primary Lessor shall be an express third-party beneficiary of, and may enforce directly against the Company the Company's remittance obligation under Section 5(b)(vii)(B) with respect to the applicable Leased Aircraft, and no Primary Lessor shall have any right or remedy against the Service Provider under this Agreement.

15.Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

16.Amendment and Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

17.Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18.Governing Law; Submission to Jurisdiction. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of laws of any jurisdictions other than those of the State of Delaware.

19.Waiver of Jury Trial. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Each party to this Agreement certifies and acknowledges that (a) no representative of the other party has represented, expressly or otherwise, that such other party would not seek to enforce the foregoing waiver in the event of a legal action; (b) such party has considered the implications of this waiver; (c) such party makes this waiver voluntarily; and (d) such party has been induced to enter into this Agreement by, among other things, the mutual waivers and certifications in this Section 19.

20.Requirement of Good Faith. Wherever this Agreement provides for a determination, action, decision, selection, consent, approval, or adoption by either party hereto,

the determination, action, decision, selection, consent, approval, or adoption by said party shall be made in good faith.

21.Force Majeure. Except with respect to payment obligations, a party shall not be liable nor deemed to be in default of this Agreement for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, pandemics or other work interruptions beyond the reasonable control of such party. However, both parties shall make good faith efforts to perform, and to mitigate any resulting delay or failure of performance, under this Agreement in the event of any such circumstances.

22.Counterparts; Execution. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto; it being understood and agreed that all parties hereto need not sign the same counterpart. The delivery by facsimile or by electronic delivery in PDF format (including any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) of this Agreement with all executed signature pages (in counterparts or otherwise) shall be sufficient to bind the parties hereto to the terms and conditions set forth herein. All of the counterparts shall together constitute one and the same instrument and each counterpart shall constitute an original of this Agreement.

23.No Strict Construction. The parties to this Agreement have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Aircraft Management Services Agreement on the date first written above.

FLY ALLIANCE HOLDCO, LLC,
ALLIANCE AVIATION GROUP, LLC,

By: /s/ Chris Tasca_____
Name: Chris Tasca
Title: Chief Executive Officer

FLYEXCLUSIVE, INC.

By: /s/ Jim Segrave_____
Name: Jim Segrave
Title: Chief Executive Officer

EXHIBIT A

Description of Services

1.**FE Managed Fleet; Owned and Leased Aircraft**. The Service Provider shall take over flight operations of the Company and FAC as of the date of and pursuant to the terms of the Agreement, and the Company and FAC (as caused by the Company) shall move its flight operations and expenses to the Service Provider. The Agreement covers the Leased Aircraft included in the FE Managed Fleet, as identified on Exhibit B, each of which shall be managed and operated by the Service Provider on behalf of the Company and FAC pursuant to Section 5(b)(vii). The Company and FAC (as caused by the Company) have provided the Service Provider with true, accurate and complete copies of each of the contracts, including amendments, applicable to such aircraft. Company and the Service Provider shall work with the Primary Lessors to obtain the Lessor Consents and, where appropriate, renegotiate the applicable Aircraft Leases. The Company and FAC (as caused by the Company) shall perform all of its obligations thereunder. All amounts accrued or owed or related to such aircraft have been paid in full except for amounts accrued or incurred but unbilled prior to the date of this Agreement. The Company is not in breach of any provision of any contract related to or associated with such aircraft.

2.**Managed Aircraft**. The Service Provider shall continue operation of the managed aircraft for the managed aircraft included in the FE Managed Fleet, as identified on Exhibit B (which may include any Sky Travel Managed Aircraft or other aircraft whose owner elects to place such aircraft with the Service Provider); provided, however, that Service Provider shall be entitled to engage in efforts to renegotiate any such managed services agreement. The Company has provided the Service Provider with true, accurate and complete copies of each of the contracts, including amendments, applicable to such managed aircraft. All amounts accrued or owed or related to the managed aircraft have been paid in full except for amounts accrued or incurred but unbilled prior to the date of this Agreement. Any such accrued or incurred but unbilled shall be paid by the Company within thirty (30) days of the date of this Agreement. The Company is not in breach of any provision related to or associated with any managed aircraft contract.

3.**Air Carrier Certificate**. The Company shall cause the Part 135 air carrier certificate held by FAC or Wargo to be managed by FAC's or Wargo's current personnel, with oversight and management by the Service Provider, until all FE Managed Fleet aircraft have moved to the Service Provider's certificate. The Service Provider shall move the FE Managed Fleet to the Service Provider's certificate as soon as possible. The Company and the Service Provider shall cooperate with each other and provide reasonable assistance with respect to consummating such move to Service Provider's certificate.

4.**Employees**. Each Company pilot who remains employed by a Company Entity on the Effective Date who is qualified to operate an aircraft in the FE Managed Fleet shall be offered employment by the Service Provider as of the Effective Date, subject to the Service Provider's customary hiring requirements. Company technicians who remain employed by Company on the Effective Date shall all be offered employment by the Service Provider, subject to the Service Provider's customary hiring requirements. Except as set forth in the

preceding sentences, the Service Provider, in its sole discretion, shall extend offers to other Company personnel that it determines may be needed to provide Services under this Agreement; AAG's sales team shall remain employed by AAG. The offers for executives will include standard confidentiality, non-solicitation and non-compete provisions. Notwithstanding anything to the contrary, this Agreement does not change the "at-will" status of any employee hired by the Service Provider. The Company shall be responsible for any and all costs, benefits and unpaid employment or withholding taxes associated with or related to termination of Company employees. The Company is not in breach of any of its obligations to any such Company employees.

5.**Expenses**. The Company and FAC's flight operations and any and all related operating or flying expenses, and, as of the Effective Date and subject to Section 3 of this Exhibit A, FAC pilot payroll, shall move to and be paid through the Service Provider; provided, however, no expense shall be paid unless the contract relating to such amounts is included in Expenses, and any expenses in excess of the planned rates set forth in Exhibit C shall be the responsibility of FAC pursuant to the Expense Stop in Section 5(b)(vi). FAC shall remain solely responsible for all amounts payable to the Primary Lessors under the Aircraft Leases. Service Provider shall not pay or assume any expenses incurred prior to the date of this Agreement. Sales team salaries and sales expenses shall remain the responsibility of AAG. All liabilities of Company and it Affiliates shall remain their respective liabilities, and any shortfall in trade liabilities, engine programs, training, aircraft maintenance due and similar obligations shall be paid by FAC pursuant to Section 5(c). FAC losses shall be funded as provided in Section 5(b)(viii). No Company Entity shall incur any expense or obligation outside the Financial Plan without the Service Provider's prior written consent pursuant to Section 4(h). The Service Provider shall pay Expenses or reimburse the Company if for amounts contemplated to be incurred under this Agreement to the extent that such amounts cannot be paid on the Company's behalf. The Company represents and warrants to Service Provider that all amounts accrued or owed or related to the contracts listed in Expenses have been paid in full, except for amounts accrued or incurred but unbilled prior to the date of this Agreement, and that such accrued or incurred but unbilled amounts will be paid by Company within thirty (30) days of the date of this Agreement. The Company is not in breach of any provision related to or associated with any contract included as Expenses.

6.**Maintenance; Wargo cooperation**. All Company maintenance operations shall cease, Company shall be closed and its leases with the applicable airport shall be terminated at Company's sole cost. All parts, tools and equipment of Company shall be transferred to the Service Provider to be used to maintain the aircraft. The Company will cooperate with the Service Provider to facilitate the transfer of technicians and MSUs from Kevin Wargo and his affiliates to the Service Provider.

EXHIBIT B

FE Managed Fleet and Annual Aircraft Rent

Owner	Tail #	A/C Type	Current Lease Pmt	Agreement Type	Mgmt Fee paid to Operator	Airplane Value	FLYX Lease Rate
Fractional							
Fly Alliance (Fractional)	N129NS	GIVSP	$[***]	Owned	$[***]		$[***]
Fly Alliance (Fractional)	N53WG	G300	$[***]	Owned	$[***]		$[***]
Leased							
[***]	N989CL	Hawker 800XP	$[***]	Lease	$[***]	$[***]	$[***]
[***]	N83WG	Global Express	$[***]	Lease	$[***]	$[***]	$[***]
[***]	N310EJ	Hawker 800XP	$[***]	Lease	$[***]	$[***]	$[***]
Managed/Part 91							
[***]	N77FK N703R	GIVSP	$[***]	Managed	$[***]		$[***]
[***]	K N325H	Gulfstream V	$[***]	Part 91	$[***]		$[***]
[***]	Q	Gulfstream 550	$[***]	Part 91	$[***]		$[***]

*Service Company agrees to assist Company in selling aircraft and upon redeployment of sales proceeds into an aircraft suitable and agreeable by Service Provider, Service Provider shall pay an amount equal to one twelfth (1/12) of ten percent (10%) of the value of the new aircraft for such month payable to the owner.

EXHIBIT C

Service Provider’s Planned Rates

Tail	Type	Post-Wargo group	Costs borne by	Fuel $/hr	Ground fees $/hr	MX $/hr	Programs $/hr	DOC $/hr (fuel+ground+MX+programs)	Fixed (Crew Salary & Wages + Payroll Taxes + Insurance + Dues & Subscriptions + Training + Travel) $/mo	Lease $/mo
N129NS	Gulfstream G-IV	Frax GIV	FlyX	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]
N53WG	Gulfstream G-IV	Frax GIV	FlyX	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]
N989CL	Hawker	Leased Hawker	FlyX	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]
N83WG	GLEX	Financial owner	FlyX	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]
N310EJ	Hawker	Financial owner	FlyX	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]	$[***]
N77FK	Gulfstream G-IV	Managed	Owner (pass-through)							
N703RK	Gulfstream G-V	Part 91	Owner (pass-through)							
N325HQ	Gulfstream G550	Part 91	Owner (pass-through)							

EXHIBIT D

Financial Plan

To be mutually agreed to by Service Provider and the Company within fifteen (15) days of the Effective Date.

Exhibit 99.1

flyExclusive and Fly Alliance Announce Strategic Agreement to Integrate Flight Operations, Aircraft Management and Maintenance

Approximately 8 Fly Alliance aircraft, 350 members and 30 fractional owners to join flyExclusive's operating platform, expanding midsize, super-midsize and heavy-jet capabilities

Fly Alliance to maintain its brand, leadership and customer relationships while providing members expanded access to flyExclusive's nationwide fleet and operating infrastructure

RALEIGH, N.C. and ORLANDO, Fla., November 12, 2026 /Business Wire/ – flyExclusive, Inc. (NYSE American: FLYX), one of the nation's largest private jet operators, and Fly Alliance, an established private aviation provider, today announced a management services agreement under which flyExclusive will provide flight operations, aircraft management, maintenance support and related business services for Fly Alliance.

The agreement will bring approximately eight Fly Alliance aircraft onto flyExclusive's operating platform expand large-cabin capabilities, and create new opportunities for growth across both companies.

Under the agreement, Fly Alliance retains its separate ownership, brand and customer-facing business, while flyExclusive will provide defined operating and support services, leveraging the strengths of two established private aviation companies. The integration is expected to expand flyExclusive's presence across midsize, super-midsize and heavy-jet categories, including additional Gulfstream aircraft, and expand flyExclusive's managed aircraft business while increasing the reach and utilization opportunities of its vertically integrated operating platform.

Fly Alliance will continue operating independently under its existing brand and the leadership of CEO Christopher Tasca, maintaining its jet card memberships, charter services, commercial operations and established customer relationships. Fly Alliance's existing members will continue working with their Fly Alliance representatives while gaining access to flyExclusive's broader fleet through dedicated membership offerings developed for Fly Alliance customers.

The partnership builds on the companies' previously announced collaboration, under which Fly Alliance adopted flyExclusive's proprietary Contrails Flight Management System (FMS), and expands the relationship beyond aviation technology to encompass comprehensive flight operations and business infrastructure.

"We've spent years building flyExclusive to operate aircraft at scale, with the infrastructure, technology, and resources to deliver a consistently exceptional experience," said Jim Segrave, Founder, Chairman and CEO of flyExclusive. "This partnership demonstrates the value of that investment. By bringing the additional aircraft and an established customer base onto our platform, we're expanding our capabilities while creating opportunities for greater utilization, operating efficiency, and growth. Fly Alliance has built a valuable brand and strong customer relationships. We're putting the strength of our operating platform behind those relationships to create more opportunities for both organizations."

Expanded Fleet, Greater Capabilities and More Choices for Customers

The integration of the Fly Alliance aircraft strengthens flyExclusive's operating fleet across multiple aircraft categories, including additional large-cabin and long-range aircraft.

The expanded platform offers greater opportunities to match aircraft availability with customer demand, improve fleet utilization and enhance operational efficiency.

For Fly Alliance customers, the partnership delivers meaningful benefits while preserving the relationships and personalized service that define the Fly Alliance experience.

Through dedicated membership offerings, Fly Alliance customers gain access to flyExclusive's established fleet and operating network, providing additional aircraft options, greater scheduling flexibility, and expanded domestic and international travel capabilities.

Fly Alliance retains its customer-facing commercial organization, including its charter sales and jet card membership businesses. Existing customer relationships remain with Fly Alliance, supported by flyExclusive's operating resources as the companies coordinate the transition of applicable aircraft and flight operations.

"Fly Alliance remains Fly Alliance," said Christopher Tasca, CEO and Co-Founder of Fly Alliance. "Our customers will continue working with the people they know and trust, with the personalized service and attention that have always defined our company. What changes is the strength of the operating platform supporting us. By partnering with flyExclusive, we're combining our customer relationships, sales capabilities, and aircraft ownership programs with one of the industry's most capable operating organizations. This gives us an outstanding foundation to continue growing Fly Alliance and serving our customers for years to come."

A Platform for Continued Growth

Beyond the initial fleet integration, the agreement creates opportunities for both companies to expand their aviation businesses.

Fly Alliance will continue to develop its relationships with private aircraft owners and pursue growth through charter, jet card memberships, fractional ownership and aircraft management opportunities. Additional aircraft may be introduced to flyExclusive's operating platform as the companies expand their relationship.

For flyExclusive, the partnership represents a further extension of its strategy to leverage its vertically integrated infrastructure to support a broader aviation market.

The company has built an integrated operating platform encompassing flight operations, aircraft maintenance, repair and overhaul, mobile maintenance capabilities, crew resources, and proprietary aviation technology. These investments create opportunities to expand flight activity and aircraft capacity while utilizing existing infrastructure and operating resources.

"Private aviation has traditionally been a highly fragmented industry, with operators making many of the same investments in technology, maintenance, and operational infrastructure," Segrave added. "We see a different future, where companies can focus on their customers, their brands, and growing their businesses while leveraging a shared operating platform built for scale. Fly Alliance is a great example of how that model can work. We believe there are significant opportunities to extend this approach across the industry."

The transaction is structured as an operating services agreement rather than a corporate merger or acquisition. Fly Alliance retains its separate ownership, brand and customer-facing business, while flyExclusive will provide defined operating and support services under the agreement.

Building on the Contrails Technology Partnership

The expanded relationship follows Fly Alliance's October announcement that it would adopt Contrails FMS, flyExclusive's proprietary AI-powered flight management platform.

The technology is designed to improve scheduling, dispatch, fleet optimization, crew management, maintenance coordination and operational visibility.

By combining Contrails FMS with flyExclusive's broader operating infrastructure, the companies expect to streamline operational processes, improve coordination across aircraft and crews, and provide a more efficient foundation for growth.

The partnership demonstrates how aviation companies can combine commercial expertise and customer relationships with shared technology and operating resources, creating opportunities for improved service and greater operating efficiency without sacrificing their individual brands and identities.

Focused on Customers, Safety and Continuity

The companies emphasized that customer service, safety and operational continuity will remain central priorities throughout the integration.

Fly Alliance will continue serving its jet card members, charter customers and aircraft owners through its established commercial team, while flyExclusive provides operating support for covered aircraft and flights. The transition of aircraft and related operations will be coordinated in accordance with applicable regulatory requirements, aircraft-owner arrangements and necessary consents.

Together, flyExclusive and Fly Alliance will deliver a stronger private aviation offering that combines the personalized customer relationships of Fly Alliance with the scale, resources and capabilities of flyExclusive's integrated aviation platform.

About flyExclusive

flyExclusive, Inc. (NYSE American: FLYX) is a vertically integrated private aviation company providing private jet charter, Jet Club membership, fractional ownership and aircraft management services. Headquartered in Raleigh, North Carolina, the company operates one of the nation's largest private jet fleets, supported by comprehensive in-house maintenance, repair and overhaul, avionics, refurbishment and proprietary aviation technology capabilities.

For more information, visit www.flyexclusive.com.

About Fly Alliance

Founded in 2019, Fly Alliance is a private aviation company offering on-demand charter, jet card memberships, fractional ownership, aircraft management, and aircraft sales and acquisitions. Led by CEO and Co-Founder Christopher Tasca, the company serves private aviation customers through its personalized service model, established customer relationships and extensive aviation network.

For more information, visit www.flyalliance.com.

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of applicable securities laws, including statements concerning the expected integration of aircraft into flyExclusive's operating platform, expanded fleet capabilities, anticipated benefits of the strategic partnership, additional customer offerings, operating efficiencies, aircraft utilization, revenue opportunities, technology integration and future growth. These statements are subject to risks and uncertainties, including the timing and successful implementation of the operating agreement, required aircraft-owner and third-party consents, regulatory requirements, customer retention, and the ability to realize anticipated operational and financial benefits. Actual results may differ materially from those expressed or implied. Additional risks are described in flyExclusive's filings with the U.S. Securities and Exchange Commission. flyExclusive undertakes no obligation to update these statements except as required by law.

Media Contact

flyExclusive, Inc.
Hannah Rose, Vice President of Marketing
media@flyexclusive.com