

EXHIBIT "A"

This document was prepared by:
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ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (this "Assignment") is made and entered into as of this ____ day of October, 2023, by and between PSI INVESTMENTS, INC., a Florida corporation ("**Assignor**") and AEROSPACE TECHNOLOGIES GROUP, INC., a Florida corporation ("**Assignee**").

WITNESSETH:

WHEREAS, Assignor and BOCA/RESEARCH PARK, LTD., a Florida limited partnership ("**Ground Lessor**") entered into that certain Lease dated March 25, 1998 (the "**Ground Lease**"), a Memorandum of which is recorded in Official Records Book 10506, Page 1726, Public Records of Palm Beach County, Florida, for the Premises located at 600 PSI Drive, Boca Raton, Florida 33431, on the property described in Exhibit "A" attached hereto and by this reference made a part hereof (the "**Premises**");

WHEREAS, Assignor subsequently entered into a Lease Agreement (the "**Sublease**") with Assignee dated February 3, 2016;

WHEREAS, Assignor and Assignee then entered into that certain Commercial Contract (the "**Contract**") for the assignment of the Sublease from Assignor to Assignee on the terms and conditions set forth therein; and

WHEREAS, the terms and conditions of the Contract having been satisfied, Assignor desires to assign, transfer, set over and deliver to Assignee all of Assignor's right, title and interest in, and Assignee desires to assume all duties and obligations of Assignor, with respect to the Ground Lease.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. **Assignment**: Assignor does hereby assign, transfer, set over and deliver unto Assignee all of the Assignor's right, title and interest, as Tenant, in and to the Ground Lease.

2. **Assumption**: Assignee hereby accepts the foregoing assignment and hereby assumes all duties and obligations under the Ground Lease assigned herein arising after the date hereof.

3. **Termination of Sublease**. Assignor and Assignee hereby acknowledge and agree that by virtue of merger into the Lessee's interest in the Ground Lease being hereby assigned, the Sublease shall be deemed terminated and rendered null, void and of no further effect, save and except for any provisions thereof (e.g. indemnity) which, by therein terms or nature, are intended to survive such termination and, accordingly, subject only to such exception,

the parties shall be deemed relieved and released from all further duties, obligations and liabilities under and in connection with the Sublease.

4. **Governing Law.** This Assignment and the rights of the parties hereunder shall be governed by, and interpreted in accordance with, the laws of the State of Florida and any applicable laws of the United States of America.

5. **Parties Bound:** This Assignment shall be binding upon, and inure to the benefit of, the parties to this Assignment and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, this Assignment has been signed, sealed and delivered by the parties as of the date first above written.

WITNESSED BY:

ASSIGNOR:

Name: _____

PSI INVESTMENTS, INC.,
a Florida corporation

Name: _____

By: _____
Name: Anthony Yowell
Title: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of October, 2023, by Anthony Yowell, President of PSI Investments, Inc., a Florida corporation, he is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of _____

WITNESSED BY:

ASSIGNEE:

**AEROSPACE TECHNOLOGIES
GROUP, INC.**, a Florida corporation

Name: _____

By: _____

Name: Mario G. Ceste

Title: CEO

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of October, 2023, by Mario G. Ceste, CEO of Aerospace Technologies Group, Inc., a Florida corporation, he is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of _____

CONSENT TO GROUND LEASE

BOCA/RESEARCH PARK, LTD., a Florida limited partnership and the Ground Lessor identified above in the foregoing Assignment, hereby joins in the foregoing Assignment and Assumption of Ground Lease so as to (i) consent to the assignment of the Ground Lease as required by Article XI of the Ground Lease, but not to any future assignments, and (ii) completely and forever release Assignor from all duties, obligations and liabilities under the Ground Lease and the Guaranties thereof.

Name: _____

BOCA/RESEARCH PARK, LTD., a Florida limited partnership

Name: _____

By: Boca/Research Park, Inc., a Florida corporation, its General Partner

By: _____
Name: John W. Temple
Title: President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of October, 2023, by John W. Temple, President of Boca/Research Park, Inc., a Florida corporation, as General Partner of Boca/Research Park LTD., a Florida limited partnership, he is personally known to me or has produced _____ as identification.

[SEAL]

Notary Public, State of _____