



Proposal

Date:	December 15, 2015	Model:	Boeing 727
Company:	Jege, Inc	Reg.:	N908JE
Contact:	Larry Visoski	Serial:	20115
Phone:	[REDACTED]	Quoted by:	NEIL SIMON
Email:	[REDACTED]	Quote #	12303

**WORK SCOPE**

**Banyan Avionics Division is pleased to provide a quote for the following Avionics upgrades on your aircraft. If the terms of this proposal do not meet your approval for any reason, please contact Neil Simon at [REDACTED] or [REDACTED].**



Ft Lauderdale Executive Airport  
[REDACTED] Ft. Lauderdale, FL 33309  
[REDACTED] Fax [REDACTED]  
[www.banyanair.com](http://www.banyanair.com)  
FAA CRS # SD4R514M



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**STC for TCAS 7.1 SOFTWARE**

Change 7.1 is a safety enhancement for TCAS II products that have been mandated by the European Aviation Safety Agency (EASA) and has strong support from the FAA.

*The primary changes to the TCAS operation with Change 7.1 are:*

- Reversal Logic Enhancements
- "Level Off" Aural Alert
- Change to Descend RAs at Low Altitude

*Change 7.1 also addresses these performance issues identified with TCAS Change 7.0:*

- SA01: Failure of TCAS to reverse some RAs when a Reversal is Required to Resolve the Collision.
- SA-AVSA: Frequent Instances of Flight Crews' Unintentional Incorrect Maneuvers to "Adjust Vertical Speed" RAs.

*European Aviation Safety Agency (EASA) Mandate:*

EASA issued a mandate for implementing TCAS Change 7.1 for aircraft operating in European airspace. EASA's mandate calls for Change 7.1 software to be installed on all existing aircraft using TCAS II products by December 2015. Once Change 7.1 is installed, operators will be compliant with the new C119c TCAS standard.

*FAA Strong Supporter:*

- FAA Published the TCAS II version 7.1 Technical Standard Order (TSO)
- FAA AC 120-55C – Air Carrier Operational Approval and Use of TCAS II
- "The latest version of software for TCAS II is version 7.1. To ensure compatibility with international standards, the FAA encourages the installation of this software as soon as practical."
- 

**7.1 Software change.....\$46,667.00 Accept [REDACTED]**



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**Down time:**

Turn time for the equipment is 10-15 working days

Total down time would be 12-18 working days

We are prepared to accommodate your aircraft at any time. **Date subject to prior commitments and parts availability.**

**Banyan's General Terms and Conditions**

- Pricing Based on factory configured installation.
- Pricing does not include freight charges, applicable sales tax, crew or fuel for any flight-testing, de-fuel or charges incurred due to unforeseen damages.
- This pricing does not include any software or hardware modifications to existing external systems/components that may be required to facilitate this installation.
- Quote/Flat rate pricing does not include repairs on any discrepancies that may be found. Upon arrival of the aircraft, an incoming inspection will be performed; an estimate and quote will be provided for your approval based on our current shop labor rate at the time of service per hour. Arriving squawks or squawks found on the incoming inspection could affect the downtime.
- Quote is valid for 30 days at our FXE Banyan facility.
- Pricing does not include any travel expenses if work is to be accomplished outside of Banyan Air Service facility unless stated in writing.
- **Pricing does not include interior removal and re-installation.** Approximate charges will be up to, and not to exceed \$4,000.00.
- Pricing based on sufficient space available to mount the quoted equipment, if any existing antenna/units need relocating to accommodate the installation of the quoted systems (Unless stated in the Quote), additional charges will occur.
- Trade-ins and consignment opportunities for your removed parts, are available at Banyan Air Services, Inc. Parts Solutions Department
- Pricing includes costs for minor deviation to STC's. If substantial deviations are required, additional costs will occur. (If applicable)
- Pricing does not include any fees (if required) from foreign government agencies for approvals to install the above quote equipment. This only applies if not US registered.
- Existing aircraft equipment must be current with software levels and compatible for interfacing with quoted equipment.
- There will be a 15% handling fee charge added to the list price for any customer provided parts.  
Note: Banyan will not warranty customer provided parts.

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**Banyan's Payment Terms**

- This proposal and the progressive payments that may be required are based on check payments or wire transfer. Additional fees may be added for other methods of payment.
- There will be a charge equaling 4 % of the total labor added to your invoice to cover shop consumables.
- Banyan Air Service, Inc.'s policy requires a 60% deposit on all estimates over \$10,000.00 regardless of customer's terms, with an additional progress payment at the mid-point, with the balance due upon completion.

**Warranty**

- All of the factory new equipment will come standard with factory warranty. The installation will have a 1-year warranty.
- All warranty considerations must be performed at our FXE Banyan facility. Customer is responsible for all travel costs for Warranty work performed outside of Banyan.
- Banyan is not responsible for factory warranty shipping charges for repairs.
- There will be an additional charge to correct any existing aircraft record discrepancies, (i.e., Logbooks, W&B sheets or FAA form 337s).

**Proposal accepted by:**

Signature: \_\_\_\_\_

Authorized Co. Rep.: \_\_\_\_\_

Date: \_\_\_\_\_



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**Terms and Conditions**

**1. Conditions:** The Terms and Conditions set forth herein constitute part of each Work Authorization and/or Proposal. The Terms and Conditions set forth herein shall be applicable to all maintenance, repairs, modifications and services of every type (the "Services") to be accomplished pursuant to each Work Authorization and/or Proposal and/or any amendment, revision or supplement thereto (each an "Additional Service Proposal" or "ASP"). Customer confirms that the person signing each Work Authorization and/or Proposal is authorized to do so and that Banyan may rely on each such signature. Customer will not, at any time, assert or claim that the person signing each Work Authorization or Proposal did not have authority to do so and recognized that each such person had the actual and apparent authority to do so. Each Work Authorization or Proposal, as the case may be, is an instruction by the Customer to Banyan to perform such maintenance, repairs, modifications or services as therein set forth and the irrevocable undertaking and commitment of the Customer to remit payment to Banyan, when and as billed or invoiced for all parts, materials, supplies, labor and other charges, including applicable tax, and the assent to each and every term, condition and provision hereof. **CUSTOMER CONFIRMS THAT CUSTOMER HAS RECEIVED A COPY OF THESE TERMS AND CONDITIONS, HAS READ AND UNDERSTOOD THESE TERMS AND CONDITIONS, AND ACCEPTS EACH AND EVERY TERM, CONDITION AND PROVISION SET FORTH HEREIN.**

**2. Terms.** The Work Authorization and/or Proposal (as applicable), and the terms and conditions set forth herein, and each ASP executed subsequent to the Work Authorization and/or Proposal (as applicable) set forth the entire agreement between Banyan and the Customer and may not be amended, modified or altered except by a written document signed by Banyan and the Customer, such as an ASP. Pricing is based upon the assumption that the aircraft is in airworthy condition, that there exists adequate space for the installation of any additional equipment that the Customer desires to have installed, and that the existing electrical/avionics interfaces and electrical power will accommodate the modifications requested by the Customer. Pricing is also based upon the assumption that the aircraft wiring schematic and technical drawings exist, are accurate and up to date, are consistent with the current configuration of the aircraft and that existing structures will not have to be tested or modified in order to complete the work. In the event that the aforesaid assumptions are incorrect the Customer will be responsible for the payment to Banyan of all additional costs, fees and expenses incurred. All negotiations, discussions, conversations, agreements, understandings and representations preceding the execution of the Work Authorization and/or Proposal are superseded by the Work Authorization and/or Proposal and Banyan and the Customer each agree that the Work Authorization and/or Proposal exclusively set forth the entirety of the agreement of Banyan and the Customer, and neither Banyan nor Customer shall rely on anything that is not specifically set forth therein. The cancellation of any request for work or service, or for parts, materials, components and supplies, is subject to a restocking/service interruption charge.

**3. Changes:** Any change(s) in the work scope described in the Work Authorization and/or Proposal (as applicable), shall be set forth in a written ASP signed by Banyan and Customer. Unless otherwise specified in writing, Customer authorizes its on-site representative to execute ASP's on its behalf. Banyan shall not be obligated to perform any work at all unless and until an ASP is signed by an authorized representative of Customer. Customer understands and agrees that the failure to timely execute an ASP may result in the delay of the commencement, or completion, of work, and that any such delay shall not be attributed to Banyan and shall be deemed force majeure for which Banyan shall have no liability.

**4. Performance:** All maintenance, repairs, modifications or services will be performed at Banyan's facilities at Fort Lauderdale Executive Airport or at such other venue as Banyan may determine to be appropriate. All maintenance, repairs, modifications or services shall be performed in accordance with Customer's General Maintenance Manuals if Customer has General Maintenance Manuals and same are provided to Banyan prior to the commencement of maintenance, repairs, modifications or services. Banyan shall procure and provide all supplies, materials or parts required for the performance of the maintenance, repairs, modifications or services which shall be billed at Banyan's then current rates and in accordance with the provisions of the Work Authorization and/or Proposal.

**5. Taxes & Duties:** Customer shall pay all sales and other taxes and duties for all parts, labor, materials, supplies, maintenance, repairs, modifications or services. If Customer is exempt, or claims to be exempt, from the payment of taxes and duties, then Customer shall provide Banyan with proof of such exemption in a form satisfactory to Banyan. Pursuant to §212.08, Fla. Stats., the State of Florida, under the conditions and limitations set forth therein, does not assess sales tax for certain services on aircraft which qualify for exemption pursuant thereto.



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### WORK SCOPE

- 6. Customer Incurred Charges:** Customer shall reimburse Banyan for all long distance telephone calls, facsimile, postage and like charges incurred by Customer's on-site representative or for the benefit of Customer, and for all shipping or freight charges incurred on behalf of Customer.
- 7. Payment:** Customer shall pay to Banyan for all parts, labor, materials, supplies, maintenance, repairs, modifications or services upon presentation of each invoice or statement by Banyan. Unless otherwise specifically agreed in writing, all parts, labor, materials, supplies, maintenance, repairs, modifications or services are COD. Banyan is authorized to retain possession of the aircraft, and all log book and maintenance records until Banyan has received payment in full. All payments shall be in United States Dollars and shall be paid to Banyan prior to the return of the aircraft to Customer. Banyan is authorized, at any time, to submit additional invoices or statements to Customer for any charges or services for which Banyan was unable to invoice Customer or which were inadvertently omitted from, or improperly documented in, a previous invoice, and Customer agrees to pay Banyan, in full, not later than ten (10) days from the transmission of any such supplemental invoice or statement to Customer. If any sum payable to Banyan by Customer is not paid within seven (7) days after the date when due, then (without prejudice to any other right or remedy available to Banyan at law, in equity or otherwise) Banyan shall be entitled to interest on such sum at the rate of one and one-half (1.5%) percent per month until paid in full.
- 8. Title; Risk of Loss or Damage:** While the aircraft is at Banyan's facility for the performance of maintenance, repairs, modifications or services, title to, and ownership of, the aircraft, shall at all times remain with Customer subject to Banyan's common law and statutory rights to ensure payment. Customer shall at all times bear the risk of loss, or damage to, or loss of use of the aircraft, and any equipment or item of Customer's personal property. Title to, and ownership of, all parts and materials supplied or furnished by Banyan shall remain with Banyan until Banyan has been paid in full. Banyan is authorized to remove any parts, materials and components installed on the aircraft in the event that Banyan has not been paid for same and such parts, materials and components shall not become, nor be deemed to be, accessions to the aircraft. Risk of loss or damage to all parts and materials supplied by Banyan shall pass to Customer when the aircraft and/or such parts and materials are ready for re-delivery or are re-delivered to Customer.
- 9. Return Inspection and Acceptance of Service(s):** Customer may, at Customer's sole risk and expense, perform an acceptance flight test of the aircraft with a representative of Banyan on board. Banyan shall, at no additional charge to Customer, correct any defects which are solely and directly attributable to defective workmanship of Banyan or defective parts or components installed in the aircraft by Banyan. Customer's acceptance of the aircraft shall conclusively establish that all parts, labor, materials, supplies, maintenance, repairs, modifications and services of Banyan were satisfactory and that Banyan is entitled to payment.
- 10. Insurance:** Customer, at Customer's expense, shall procure and maintain All Risks (including War and Allied Perils) Aircraft Hull and Spare Parts (including Transit) Physical Damage Coverage to cover the full insurable value of the aircraft. Aircraft Legal Liability (including War, Hijacking, and Other Perils) with a minimum limit of U.S. \$5,000,000 combined single limit for Bodily Injury and Property Damage including passengers. Banyan shall be named as an Additional Insured and provided with a Waiver of Subrogation rights. Customer's insurance shall be primary without any right of contribution from Banyan. Customer shall provide Certificates of Insurance upon request of Banyan to evidence such insurance is in force with a 30 day written notice of cancellation.
- 11. Non-U.S. Aircraft:** The Alteration Data Package for work or service performed on aircraft that are not registered in the United States may or may not include FAA Form 8110-3 unless any such work is performed under the auspices of any foreign repair station rating for which Banyan is certificated. In all cases the approval for such work, service or alteration will be at the Customer's expense. Responsibility for said approvals for aircraft registered in countries for which Banyan is not certificated shall lie solely with the Customer.
- 12. Indemnification and Liability.** Customer shall indemnify, defend, and hold Banyan, its officers, directors, agents, representatives, subcontractors, shareholders, employees and assigns, harmless of and from any and all liabilities, damages, losses, expenses, claims, suits, or judgments, including attorneys fees and expenses, for the death of, or bodily injury to, any person, firm or entity, and/or for the loss of, damage to, or destruction of, any property (including, but not limited to, Customer's aircraft, engines and parts), arising out of the performance by Banyan of labor, the installation of parts, materials, or supplies, or the performance of maintenance, repairs, modifications and services. Customer's indemnification of Banyan shall not extend to any losses, damages, expenses, claims, suits or



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**WORK SCOPE**

judgments caused solely and directly by the gross negligence of, or willful misconduct of, Banyan.

**13. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, OR ANY WORK AUTHORIZATION OR PROPOSAL, AND REGARDLESS OF WHETHER THE CLAIM OR FORM OF ACTION IS IN CONTRACT, TORT OR ANY OTHER FORM OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF BANYAN OR ITS SERVANTS, IN NO EVENT WHATSOEVER SHALL BANYAN BE LIABLE FOR ANY (i) INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES; (ii) LOSS OF USE, LOSS OF REVENUE OR PROFIT; or (iii) LOSS OF USE OR DIMINUTION OF VALUE, SUFFERED OR INCURRED BY THE CUSTOMER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF ANY WORK OR SERVICE WHATSOEVER BY BANYAN PURSUANT TO ANY WORK AUTHORIZATION, PROPOSAL OR OTHERWISE.**

**14. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, OR ANY WORK AUTHORIZATION OR PROPOSAL, AND REGARDLESS OF WHETHER THE CLAIM OR FORM OF ACTION IS IN CONTRACT, TORT OR ANY OTHER FORM OF ACTION WHATSOEVER, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF BANYAN OR ITS SERVANTS, IN NO EVENT WHATSOEVER SHALL BANYAN BE LIABLE FOR ANY PUNITIVE OR EXEMPLARY DAMAGES, AND CUSTOMER IRREVOCABLE WAIVES, RELINQUISHES AND RENOUNCES ANY RIGHT TO SEEK, PURSUE OR CLAIM PUNITIVE OR EXEMPLARY DAMAGES AGAINST BANYAN.**

**15. Warranty: Disclaimer: Customer Supplied Parts:** THE ONLY WARRANTIES APPLICABLE TO ALL WORK OR SERVICE PERFORMED BY BANYAN ARE THOSE THAT APPEAR SPECIFICALLY AND IN WRITING ON THE FACE OF THE WORK AUTHORIZATION OR PROPOSAL. ALL OTHER WARRANTIES, OF ANY AND EVERY KIND, WHETHER IMPLIED, OF FITNESS FOR A PARTICULAR USE OR PURPOSE, OR OTHERWISE, ARE SPECIFICALLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE WORK AUTHORIZATION OR PROPOSAL. Customer assumes all responsibility and liability for all parts, materials and supplies furnished by Customer to Banyan for installation on the aircraft. The Customer must furnish Banyan with all documentation required by the Federal Aviation Administration for the installation of all parts, materials and supplies furnished by the Customer.

**16. Force Majeure/Excusable Delay:** Banyan shall not be considered in default, and shall have no liability for, any delay in the delivery of the aircraft or the return to service of the aircraft, resulting from (i) the failure of the Customer to promptly remit payment to Banyan; or (ii) any cause not reasonably within the control of Banyan, including, but not limited to: fire, explosion, riots, acts of God, civil disturbances, strikes and labor difficulties, delays in the delivery or parts, materials and supplies or equipment, delays by the FAA, and similar matters not within the exclusive control of Banyan.

**17. Assignment:** The Work Authorization and/or Proposal, and each ASP, and the terms hereof, shall inure to the benefit of, and be binding upon, each of the parties and their respective successors and assigns, but neither the rights nor the duties of either party may be assigned, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld.

**18. Waiver:** The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or a waiver of the right of such party thereafter to enforce any such provisions. No waiver by a party of any right hereunder shall be deemed as a waiver of any other rights.



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