

Gulfstream

PRODUCT SUPPORT

PROPOSAL

Prepared for

Gulfstream GIV Serial Number 1085
JEJE, LLC
Mr. Larry Visoski

Presented by

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Gulfstream Proposal # 7024691 R00
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PART I. Workscope Description

A. INTERIOR REFURBISHMENT

Not Requested

B. AVIONICS / CABIN ELECTRONICS

1. Avionics

1.1 Weather Radar System Upgrade \$130,047

The existing Honeywell Primus 870 Radar RT/Antenna assembly will be removed and a Honeywell Primus 880 Rx/Tx/Antenna Assembly will be provided and installed. An adapter harness will be fabricated to interface the new radar to the existing system wiring.

A new 24" antenna reflector will be installed. The larger reflector improves radar performance including receiver sensitivity and range.

The existing Primus 870 control heads will be replaced in order to operate with the P880 system.

New Components:

One (1) Honeywell WU-880 Rx/Tx Assy (RTA) Honeywell
One (1) Honeywell 24" Antenna Array
Two (2) Honeywell WC-880 Controller
One (1) Adapter cable

Certification: This upgrade will be accomplished under Gulfstream STC(s) ST01260AT-D. Deviations from the STC (if required) would be completed on a time and material basis or quoted separately on a Work Change Request (WCR).

Notes:

- This proposal does not include any squawks, pre-existing discrepancies or vendor service bulletins that may be required, except as specified. If required, this additional work will be handled on the basis of time and materials.
- This proposal is based on existing equipment as indicated in GAC CMP or customer supplied records. If the actual equipment installed on the aircraft does not agree with the equipment listed in CMP, this proposal may require revision.
- Pricing includes a \$50,000 trade-in allowance. The removed P870 radar system components will be returned to Honeywell.

PART I. Workscope Description (continued)

B. AVIONICS / CABIN ELECTRONICS

1. Avionics (continued)

1.2 Install MCS-7120 Stand-alone Satcom..... \$401,626

The MCS-7120 provides a single channel of SwiftBroadband (or two (2) channels of Swift 64), up to two (2) Aero-H+ channels (Part Number dependent) certified for Safety Services voice and a data channel certified for FANS/1A+. The new Phase-IV HD-710 also provides a CEPT-E1 interface which will be used as an interface to the Aircell Axxess phone system (requires Satellite Interface Unit, quoted separately).

New Components:

One (1) each Honeywell HD-710 Integrated Satellite Unit - Honeywell MCS-7120 Phase 4

One (1) each Honeywell AMT-700G Antenna

One (1) each Satcom Direct Router (SDR)

(Various) Installation Kits and Hardware

A new Honeywell MCS-7120 Satellite Communications System with a mechanically steered tail mounted Satcom antenna subsystem will be furnished and installed.

The Honeywell AMT-700G High Gain SATCOM antenna subsystem will be installed beneath the proposed radome assembly (quoted separately) on top of the vertical stabilizer. The new antenna subsystem will interface with the existing navigation systems for beam steering information.

The new HD-710 Satellite Data Unit will be installed in a customer approved location.

A new SDR Satcom Direct Router will be installed providing the interface to the HD-710 / MCS-7120 system. A Wi-Fi Antenna and 3G Cellular Antenna will be mounted in the cabin at an engineering approved location and interfaced to SDR. Interface will also be made for FMS Position data and weight on wheels. The SDR will be activated for 2.4 GHz or 5.0 GHz Wi-Fi functionality in the cabin. It will also include 3G Cellular Data while on the ground.

A new Wi-Fi on-off switch will be installed in the cockpit per the STC location in the pedestal.

Certification:

- Gulfstream will approve the SDR installation with a pending STC. Please verify STC availability prior to input.
- The Honeywell MCS-7120 system and AMT-700G installations will be approved as a major alterations, and documented on an FAA 337.

Notes:

- This item does not include costs associated with relocating existing antennas or lights on top of the tail. If required, equipment relocations will be accomplished on a time and material basis.
- Quote assumes sufficient space is available for the equipment above and does not include relocation of equipment to provide space.
- Price predicated on utilization of existing bulkhead feed-through (bungs) for the system wiring. Installation of new feed-through (if required) would be completed on a time and material basis or quoted separately on a WCR.
- The existing electrical conduits in the leading edge of the vertical stabilizer will be evaluated for space. Installation, modification or the replacement of the conduits, if required, would be accomplished on a time and material basis or WCR.
- The Customer is responsible for configuring laptops or similar devices for interface to the provided data ports. Gulfstream will (if requested) supply assistance with the configuration on a time and material basis.
- Gulfstream may require the assistance of the Customer's Information Technologies (IT) department for the configuration of the high speed data system. This involvement will verify proper system configuration as well as to provide system simplicity to the operator. This involvement will be coordinated at the time of installation and will be completed prior to delivery of the aircraft.

PART I. Workscope Description (continued)

B. AVIONICS / CABIN ELECTRONICS

1. Avionics (continued)

1.3 Install GIV Ku-Band Tail Radome \$126,972

The existing forward and center tail radome will be removed and replaced with a Honeywell Universal Radome.

New Components:

One (1) Universal Radome Kit 1101-K1700

Certification: It is Gulfstream's intention to certify this new modification as per STC SA02090AT and ODA TC approval.

Notes:

- Deviations to the existing STC will be accomplished on a time and material basis.
- This item will not require interior access.

1.4 Global VT Service..... \$15,000

Note to Customer:

- To use Global VT, international roaming must be enabled on your service plan with your wireless provider regardless of whether you are leaving US airspace.
- Gulfstream will provide/activate the service key for Satcom Direct Global VT Service to receive voice, text and data on your smartphone through all phases of flight.
- In-flight messaging and calls are managed through the Global VT mobile app.

Notes:

- Global VT is a proprietary service only available with the Satcom Direct Router (SDR). This item assumes prior or concurrent installation of the SDR.
- The Global VT service does not include MMS support (photos, videos).
- Inmarsat Swift 64 does not support Global VT.
- Corporate VPN's on mobile phone must be suspended while using Global VT.
- Please visit the Satcom Direct website at [REDACTED] for compatible cellular networks, user devices and subscription information.

1.5 Install Aircell Satellite Interface Unit (SIU) \$23,651

Note to Customer: Installation of the Satellite Interface Unit (SIU) will allow for voice calls to be made through the proposed Honeywell Inmarsat Satcom system, via the existing Aircell Axxess handsets.

New Components:

One (1) Aircell Satcom Interface Unit (SIU)

A new Aircell Satcom Interface Unit (SIU) will be furnished and installed. Exact location of the SIU will be determined following an engineering analysis of available aircraft space.

The SIU will be interfaced to the Inmarsat Satcom and Aircell Iridium phone systems as required.

Certification: This modification will be approved under Gulfstream Type Certificate with data approval by the ODA and documented on FAA Form 337.

Notes:

- Quote assumes sufficient space is available for the SIU and does not consider shelf or fabrication of enclosures or modifications to cabinetry to provide space.
- This proposal is predicated on the concurrent installation of the Honeywell MCS-7120 system quoted separately on this proposal.

PART I. Workscope Description (continued)

B. AVIONICS / CABIN ELECTRONICS

1. Avionics (continued)

1.6 Aircell Axxess Inmarsat Filter.....Time and Material

The existing Aircell Axxess system will be evaluated. If it is determined an Inmarsat filter is required, it will be addressed on a time and material basis or quoted separately on a Work Change Request (WCR) following the engineering evaluation.

C. MECHANICAL

Not Requested

D. PAINT

Not Requested

E. INTERIOR ACCESS

2. Interior Access

2.1 Interior Access (Labor Only; Estimated Amount) \$30,587

The aircraft interior will be removed and reinstalled as required to support the workscope contained within this proposal.

Note: Discrepancies discovered during the interior removal (e.g. deteriorated/corroded interior components, damaged insulation, broken attachments, etc.) will be an additional charge to the quoted amount.

PART II. Contingencies and Assumptions of Proposal Offer

Unless expressly stated otherwise in writing, this proposal and the Workscope pricing information included in Part I Workscope, ("Proposal") is based upon the following contingencies and assumptions associated with the activity and work required for the work scope defined in Part I Workscope ("Work"). Additional charges for any Customer-approved Work ultimately performed on Gulfstream GIV aircraft, Serial Number 1085 ("Aircraft"), which is beyond the scope of this Proposal will be billed on a time and materials basis, except as otherwise expressly agreed in writing between the parties. The term Customer shall refer to JEJE, LLC("Customer") in this Proposal.

A. ESTIMATED LEADTIME:

This Proposal provides for leadtimes. Leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit. Leadtimes commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal.

B. ESTIMATED DOWNTIME:

This Proposal provides for downtime. Any downtime estimates included in this Proposal are based upon Gulfstream's general understanding of the time required to accomplish the work outlined in this Proposal. Said understanding is in turn based upon Customer satisfying any leadtime requirements. Estimated downtime may be adjusted depending on the final induction schedule and mutually agreed facility selected for completion of the Work. For the avoidance of doubt, any expression of downtime is only provided as an estimate. This estimate is not a contractual commitment by Gulfstream.

Estimated downtime is stated in working days, defined as Monday through Friday, excluding applicable recognized local holidays. If additional Work is required beyond that specifically identified in this Proposal, then the estimated downtime may be extended by Gulfstream. Estimated downtime may increase or decrease depending upon the availability of the mutually agreed facility selected for completion of the Work.

C. PRICING AND SCHEDULING TERMS:

This Proposal is contingent on all Work being accomplished during a single coordinated maintenance visit.

The quoted prices contained herein are valid (i) if the Proposal is signed and returned to Gulfstream within ninety (90) days of the date of the Proposal, and (ii) the Work is scheduled to be accomplished at a mutually agreeable facility and time within six (6) months from the date of this Proposal, and within the same calendar year as the date of this Proposal. Gulfstream reserves the right to adjust the pricing in this Proposal if the foregoing conditions are not satisfied.

Unless otherwise indicated on the face of this Proposal, any proposal for Work in a Gulfstream US facility is valid for each Gulfstream US facility. Proposals for work at any non-US Gulfstream facilities are specific and binding only as to the facility identified on the Proposal.

Overtime: Gulfstream will not charge overtime for the Work required in this Proposal, unless there are (i) Discovered Discrepancies as addressed below, (ii) Changes documented on Work Change Requests (WCRs) as described below, or (iii) Customer requests to accelerate the estimated downtime for any Work. Customer must approve all overtime activity prior to Gulfstream performing and billing for overtime.

Discovered Discrepancies: Except as specifically identified in PART I Workscope, this Proposal does not include repairs to the Aircraft resulting from discrepancies in the Aircraft (including without limitation corrosion) discovered during the performance of the agreed Workscope. All discovered discrepancies will be corrected upon request at additional charge and with additional downtime. This process is further described in the Changes ("WCRs") paragraph.

PART II. Contingencies and Assumptions of Proposal Offer (continued)

C. PRICING AND SCHEDULING TERMS (continued)

Changes ("WCRs"): This Proposal is subject to further financial and schedule modification, which will be documented on work change requests ("WCRs") presented to the Customer for approval, if any of the following occurs:

- Subsequent to the date of this Proposal, a relevant aviation regulatory authority or OEM (including Gulfstream) publishes any change in relevant technical documentation which affects the Workscope.
- Additional billable work, which is not specifically delineated in the Workscope, is required to perform the quoted Workscope. This additional work may include by way of example relocation of existing aircraft equipment, beyond that already defined in the Workscope, due to space limitations.

Consumables: There will be a 4.0% charge for consumables, to a maximum of \$5,000, on all work orders containing labor revenue charges. This charge will be calculated based on the total labor revenue man-hours invoiced on the work order. Only invoices defined as "Road Trip Invoice" will be exempt from this charge.

CFE, Drop Shipments and Handling Fees: Customer furnished parts or equipment ("CFE") and drop shipments made by the Customer to Gulfstream will be subject to a handling fee of 15% based on current manufacturer list price of the part or item furnished. The handling fee will not apply to parts originally purchased from Gulfstream. Proof of purchase from Gulfstream must be shown to waive the handling fee.

Third Party Vendors: Any estimates given for vendor parts, materials, or services provided to Gulfstream by outside vendors, whether for repair, calibration, overhaul, exchange or the like, are subject to adjustment based upon the actual charges billed to Gulfstream by such outside entity.

Excluded fees, taxes, etc.: All prices stated herein are exclusive of freight, fuel, flight costs, environmental fees, and/or any applicable taxes.

Exchange Services – Retention of Removed Equipment: Any parts exchanged as part of the Workscope, and related price adjustments will be governed by Gulfstream's then current parts exchange program. Except as specifically identified in PART I Workscope, equipment removed as part of the Workscope will become the property of Gulfstream.

PlaneParts®: Except as specifically identified in a PART I Workscope, this Proposal does not take into account any parts provided at no charge under Gulfstream's PlaneParts® program. To enroll or learn more about the PlaneParts® program please visit [\[REDACTED\]](#)

D. GENERAL CONTINGENCIES:

Requirement for Customer Furnished Records: This Proposal is based upon the Aircraft being in the configuration, and containing the equipment, as indicated in Gulfstream CMP records and any records supplied by Customer to support this Proposal.

This Proposal is also contingent upon the Customer supplying, upon induction or within leadtimes, all avionic, electrical, system, interior or structural drawings, diagrams, analysis and records, which accurately represent the current condition of the aircraft ("Customer Records"), as approved by the relevant aviation authority, and which are required by Gulfstream to conduct the Work.

Any changes which are required to be made by Gulfstream to the Customer Records, or due to the inadequacy of the Customer Records, in connection with the Work, will be subject to additional charges. These additional charges will be documented pursuant to the Changes ("WCRs") clause and subject to Customer approval.

PART II. Contingencies and Assumptions of Proposal Offer (continued)

D. GENERAL CONTINGENCIES: (continued)

General Exceptions: Except as specifically identified in PART I Workscope:

- **Aircraft Preservation:** This Proposal does not include any preservation tasks related to the Aircraft, its engines or systems. Customer is responsible for making certain that all specific preservation tasks related to the Aircraft, its engines or systems, which are required or may become required while the Aircraft is at Gulfstream's facility for the Workscope, are identified on the Work Order.
- **Certification Basis:** All Work to be accomplished by Gulfstream under the Workscope, assumes the Aircraft is operated in compliance with FAR Part 91 or the equivalent not-for hire operating rules of the relevant aviation authority.
- **Non-standard Equipment:** Gulfstream is not responsible for vendor to vendor incompatibilities which may be discovered during the course of the installation.
- **Manuals – Modifications:** Changes to the Aircraft's Completion Center Maintenance Handbook (CCMH) or Cabin Operating Manual (COM) are not included as part of this Proposal. Should a modified CCMH or COM be requested by the Customer, it may be provided at additional charge. Any changes to the Aircraft's Minimum Equipment List ("MEL") are the Customer's responsibility and are not included herein.
- **Access, Closure, Removal and Replacement:** Access and closure, removal and replacement required to perform the Workscope are not included as a part of this Proposal.

Touch-Up Paint: For aircraft with standard Gulfstream paint schemes (one (1) base color and two (2) stripes), the sealing and touch-up (by brush) of panels is included in the Workscope. Aircraft with non-standard paint schemes will be subject to an additional charge for the additional time required to complete the paint touch-up.

Unused Wiring: Any existing wiring or tubing made obsolete by the Work will be capped and stowed. Wiring or tubing removal, if requested by the Customer, will be at additional charge.

Termination after acceptance of Proposal: Unless the Customer has specifically directed otherwise, once the Proposal is signed and returned to Gulfstream, and prior to the Workscope being scheduled in accordance with Section C Pricing and Scheduling Terms, this Proposal shall be binding upon Gulfstream as to the prices set forth herein. All preliminary engineering materials and components ordered to support the Workscope, any labor expended, any restock charges incurred, and any other direct costs supporting the Workscope are chargeable to the Customer if the proposed Workscope is thereafter canceled by the Customer. If materials or components cannot be returned to their respective vendor(s), Customer will be billed in full for these items. In such case, the materials and components become the property of the Customer. If the Work is rescheduled for a later arrival, these charges will be applied to the rescheduled visit, as appropriate.

Confidentiality: This Proposal and any related documents are strictly confidential between Gulfstream and Customer and will not, without the prior written consent of the other party, be disclosed by either party, in whole or in part, to any third party except to such party's accountants, lawyers, and bankers, and Gulfstream's suppliers, provided such third parties agree to confidentiality as may be necessary for either party to carry out its obligations or enforce its rights pursuant to this Proposal.

E. ADDENDUM TO PROPOSAL AND WORK AUTHORIZATION TERMS AND CONDITIONS

Not Applicable

PART III. Payment Terms and Remittance Instructions

For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed \$100,000, Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of \$150,000.00 or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

See the Work Authorization terms and conditions for further details on payment terms.

If Applicable, Aircraft Records and Condition Survey ("ARCS"). ARCS fees are payable in advance of the inspection being performed. Acceptable methods of payment related to ARCS and supporting aircraft sales transactions include payment via wire transfer/ACH, certified check and Gulfstream accepted credit card. Costs incurred in remediation of discrepancies documented during the ARCS or required in conjunction with the supporting aircraft sales transaction are immediately due upon completion of the ARCS and prior to the departure of the aircraft. This section applies to all customers, including those who have available credit.

Remittance can be made to the following:

Checks: Gulfstream Aerospace Corporation (Overnight) Gulfstream Aerospace Corporation (Box #730349)
[REDACTED] Box 730349 c/o JP Morgan Chase Bank, NA
Dallas, TX 75373-0349 Attn: Dallas National Wholesale Lockbox TX1-0029
14800 Frye Road
Ft. Worth, TX 76155

Wire Transfer Instructions: Gulfstream Aerospace Corporation
JP Morgan Chase Bank, NA
1 Bank One Plaza
Chicago, IL 60670
Account No. 10-15825
Reference your Five (5) Digit Customer Number (XX-XXX)

Bank Identifiers: Fedwire Routing No. (ABA) 021 000 021
S.W.I.F.T CHASUS33
ACH Credit Routing No. (ABA) 071 000 013

Note: Please reference the Quote ID Number and one of the following (as applicable):

- Invoice Number
- Sales Order Number
- Job or Work Order Number
- Aircraft Serial or Registration Number
- Customer Account Number

PART IV. Executive Summary and Proposal Acceptance

Please select items in Accept/Decline columns. Once an item is accepted, the amount will auto populate the total. (Please note that quoted dollars and downtime may vary based on concurrent work with accepted/declined items.)

A. INTERIOR (USD) **Accept** **Decline**

B. AVIONICS / CABIN ELECTRONICS

1.	Avionics			
1.1	Weather Radar System Upgrade	\$130,047	<input type="checkbox"/>	<input type="checkbox"/>
1.2	Install MCS-7120 Stand-alone Satcom	\$401,626	<input type="checkbox"/>	<input type="checkbox"/>
1.3	Install GIV Ku-Band Tail Radome	\$126,972	<input type="checkbox"/>	<input type="checkbox"/>
1.4	GlobalVT Service	\$15,000	<input type="checkbox"/>	<input type="checkbox"/>
1.5	Install Aircell Satellite Interface Unit (SIU)	\$23,651	<input type="checkbox"/>	<input type="checkbox"/>
1.6	Aircell Axxess Inmarsat Filter	See Item	<input type="checkbox"/>	<input type="checkbox"/>

C. MECHANICAL

D. PAINT

E. INTERIOR ACCESS

3.	Interior Access			
3.1	Interior Access (Estimated Amount)	\$30,587	<input type="checkbox"/>	NA

QUOTED WORKSCOPE TOTAL BASED ON CUSTOMER ACCEPTED ITEMS

*Default value is set to \$0 until Customer selections have been made above.

\$0

Schedule Planning **Estimated Days**
Estimated Leadtime¹ **80 Calendar Days**

¹The above leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit and will commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal.

Estimated Downtime² **30 Working Days**

²The above downtime estimate is based upon Gulfstream's general understanding of the time required to accomplish the work outlined in this Proposal. Said understanding is in turn based upon Customer satisfying any leadtime requirements. Estimated downtime may be adjusted depending on the final induction schedule and mutually agreed facility selected for completion of the Work. For the avoidance of doubt, any expression of downtime is only provided as an estimate. This estimate is not a contractual commitment by Gulfstream.

Estimated downtime is stated in working days, defined as Monday through Friday, excluding applicable recognized local holidays. If additional Work is required beyond that specifically identified in this Proposal, then the estimated downtime may be extended by Gulfstream. Estimated downtime may increase or decrease depending upon the availability of the mutually agreed facility selected for completion of the Work.

PART IV. Executive Summary and Proposal Acceptance (continued)

Please select items in Accept/Decline columns. Once an item is accepted, the amount will auto populate the total. (Please note that quoted dollars and downtime may vary based on concurrent work with accepted/declined items.)

Input Facility

Gulfstream Westfield 7 Char Drive
Westfield, Massachusetts 01085-1493
Main Phone: +1-413-572-3309

Note: Changes to facility input may affect downtime. Please contact your Regional Sales Manager.

Quote Validity

Pricing contained in this proposal is valid for 90 days from the date of this proposal.
For further details/definition, see Part II Section C or [click here](#))

Pricing Notes

Pricing includes a \$50,000 trade-in allowance. The removed P870 radar system components will be returned to Honeywell.

PART IV. Executive Summary and Proposal Acceptance (continued)

Upon acceptance of this Proposal, the prices and quotes stated herein (subject to all contingencies or other stated assumptions) constitute a formal Fixed Price Quote, which is included in Gulfstream's standard Work Authorization Agreement Terms and Conditions. Your acceptance of all or any portion of this Proposal confirms your acknowledgement that you have read and express agreement to be bound by these terms.

This Proposal expressly incorporates by reference and is subject to Gulfstream's standard Work Authorization Agreement Terms and Conditions which are attached hereto as ATTACHMENT A. The Work Authorization, which will include a Work Order which details all items of Work to be accomplished during the service visit, including those items selected and documented by Customer from this Proposal, will constitute the agreement between the parties and will supersede this Proposal when executed by both parties. The Work Authorization will be signed at the Aircraft's induction into the agreed Gulfstream Service Center.

IN WITNESS WHEREOF, the parties have caused this Proposal to be executed by their duly authorized representatives. Copies of a fully executed agreement, emailed between the parties will be effective as an original signed agreement.

JEJE, LLC
 ("Customer")

GULFSTREAM AEROSPACE CORPORATION
 ("Gulfstream")

By: _____

By: 

Name: _____

Name: Rusty Cramer

Title: _____

Title: Regional Sales Manager, Product Support Sales

Date: _____

Date: 12 February 2016

Please complete and return all pages of PART IV via fax (+1-912-963-0248) or email ().

ATTACHMENT A

WORK AUTHORIZATION AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT. This Work Authorization Agreement, including documents incorporated by reference, (the "Agreement") identifies the services and materials (the "Work") to be provided by Gulfstream, its employees, agents, representatives, and contractors, (collectively "Gulfstream") to the aircraft identified on the first page of this Agreement (the "Aircraft") plus the associated terms and conditions of the Agreement. "Customer" means collectively the customer identified on the first page hereof, and all owners, operators, lessors, lessees and insurers of the Aircraft. "Gulfstream Parties" means Gulfstream, General Dynamics Corporation and each of their affiliates, including without limitation the Jet Aviation companies ("Jet Aviation"), and all such entities' employees, agents, representatives and contractors. This Agreement is the parties' entire agreement concerning the Work and replaces prior verbal or written agreements with respect thereto. This Agreement's terms and conditions (but excluding changes in the scope of the Work and overtime authorizations) may not be altered except by a writing that expressly references this Agreement and is signed by authorized representatives of both parties.

2. WORK CHANGES. Customer authorizes Gulfstream to expend labor and materials reasonably appropriate to the mutually agreed Work. Work changes (including requests for overtime) require mutual agreement of the parties. Customer's oral changes increasing the scope of the Work or approving overtime are binding (unless otherwise provided by law). Customer payment of the invoice for any additional Work item is customer acknowledgement that the additional item was mutually agreed upon as part of the Work.

3. PRICING. Except as otherwise specifically agreed between the parties in writing, all Work (including engineering services) performed under this Agreement is on a **TIME AND MATERIALS BASIS** unless expressly subject to a formal fixed-price quote signed by both Gulfstream and Customer. **ESTIMATES OF EXPECTED HOURS/MATERIAL COSTS ARE NOT QUOTES AND ARE BILLED SOLELY ON A TIME AND MATERIALS BASIS.** For time and materials Work: (a) labor (including engineering services) is billed according to the rates set forth in the Gulfstream Aircraft Services Rate Letter in effect as of the date the Work is performed; and (b) materials are billed according to Gulfstream's standard prices in effect on the date the material is used. Any incremental charge under Gulfstream's Component Exchanged Program will be billed by supplementary invoice.

4. PAYMENT TERMS. For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed One Hundred Thousand Dollars (\$100,000.00), Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of One Hundred Fifty Thousand (\$150,000.00) or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

5. TAXES. Customer is responsible for all Federal, State, local and foreign taxes, fees, levies, penalties, excises, charges, surcharges, import and export charges and other duties and tariffs ("Taxes") applicable to the Work performed hereunder, the materials used or transportation (other than taxes on income of Gulfstream) and Customer shall indemnify and hold Gulfstream harmless with respect thereto.

5.1 Any and all payments by the Customer under the terms of this Agreement shall be exclusive of any Taxes. Customer shall bear, and shall indemnify Gulfstream for any such Taxes in the event they are or become due at any time in accordance with the applicable laws and regulations. Should customer be required by applicable law to withhold or deduct any Taxes from such payments, then the sum payable shall be increased as necessary so that after making all required deductions, Gulfstream receives an amount equal to the sum it would have received had no such deductions been made.

6. WARRANTY.

6.1 GENERAL. Gulfstream warrants that the Work conforms to the pertinent specifications prescribed by the applicable aircraft/component manufacturer, and that any components or other items supplied hereunder (but excluding Customer-furnished items) are free from defects in material and workmanship. This warranty extends to defects discovered within twelve (12) months, or one thousand (1,000) flight hours, whichever comes first, after completion of the Work; except that the warranty period for any Work performed as warranty work is equal to the pre-existing unexpired warranty period. Parts qualifying for the "Exclusive Gulfstream Parts Warranty Extension" Program, or other extended published Gulfstream warranty programs, if any, are entitled to an extended warranty period pursuant to the terms of such programs as they exist on the date this Agreement is executed. To the extent that any Work is being performed as warranty work under a service center warranty originally extended by a Gulfstream Party to a prior owner or operator of the Aircraft, then this Agreement shall constitute an assignment of such original warranty to Customer except that the terms and conditions thereof shall be those in this Agreement (including Sections 7, 8 and all other disclaimers and limitations in this Agreement).

6.2 REMEDY. Gulfstream's sole obligation for breach of warranty for Work other than inspection activities, and Customer's sole remedy, is limited to the repair, replacement or correction (at Gulfstream's reasonable discretion) of the defective Work. All parts and labor required for disassembly, removal, installation and reassembly of the defective item are Gulfstream's expense, but only if the Work is performed at a Gulfstream or Jet Aviation facility authorized to work on the applicable aircraft model. Gulfstream is not responsible for any costs or expenses associated with transporting the Aircraft or warranted items to any repair facility. Gulfstream's sole obligation for negligent or otherwise defective inspection activities, including any damage to an Aircraft that results from any alleged negligent inspection, and Customer's sole remedy, is limited to refund of any payments made by Customer for that portion of such inspection that was defective.

6.3 ADDITIONAL REMEDY FOR COLLATERAL AIRCRAFT DAMAGE.

6.3.1 In addition to the warranty remedy provided in Section 6.2, but subject to Section 6.3.2 below, if any defective Work, negligence or willful misconduct of a Gulfstream Party related to performance of this Agreement causes damage to the Aircraft within the warranty period set out in Section 6.1, then as Customer's sole remedy Gulfstream will repair at no charge (as further described below) any such Aircraft damage that is directly and immediately caused by a Gulfstream Party. Such repairs will be accomplished at a Gulfstream or Jet Aviation facility authorized to work on the aircraft model, and on the same terms and conditions hereof (excluding payment obligations) using methods selected by Gulfstream in its reasonable discretion; provided, however, if Gulfstream reasonably deems the Aircraft to be damaged beyond economical repair, then the sole remedy is for Gulfstream to pay Customer the Aircraft's pre-damage fair market value and for Gulfstream to receive clear title thereto.

6.3.2 Notwithstanding anything else in this Agreement, Gulfstream's remedy obligations under this Agreement shall not include Aircraft damage that either (a) allegedly is caused by a negligent inspection where the damage occurs after completion of the Work or (b) is caused by a Flight Operations Accident (as defined below) even if such accident is allegedly caused by a Gulfstream Party (including negligence of a Gulfstream employed flight crew member on the Aircraft). "Flight Operations Accident" means an accident or incident occurring between ramp movement for flight through takeoff, flight, landing, taxi and parking in which the Aircraft suffers damage from contact with the earth or other objects.

6.4 TERMINATION OF WARRANTY. The warranties and Gulfstream's obligations for the repair of Aircraft Damage set forth above in Section 6 are void if either the Aircraft or warranted item have been subjected to maintenance, overhaul, installation, storage, operation, or use which is improper or not in accordance with the aircraft/component manufacturer's instructions (including failure to comply with approved operating and maintenance manuals, instructions or bulletins, or customary maintenance or airmanship practices), or to any accident or casualty that proximately causes or contributes to the failure or substandard performance of the warranted item or further damage to the Aircraft.

6.5 CUSTOMER'S OBLIGATIONS. Gulfstream's warranty obligations hereunder are expressly conditioned upon compliance with all of the following: Customer must provide Gulfstream with written notice within 60 days after the defect becomes apparent; Customer must return or otherwise dispose of the item at issue as directed by Gulfstream within 30 days after receipt of Gulfstream's instructions; and Customer shall maintain and make available to Gulfstream all records (including FDR, CVR and other aircraft recorded data) reasonably related to the maintenance, use and condition of the item at issue.

7. DISCLAIMERS. THE EXPRESS WARRANTIES IN SECTION 6 OF THIS AGREEMENT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES (EXCEPT FOR THE WARRANTY OF TITLE) AND REPRESENTATIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS (INCLUDING FITNESS FOR A PARTICULAR PURPOSE) (COLLECTIVELY "EXCLUDED WARRANTIES"). Except as expressly set forth in this Agreement, Customer, on behalf of itself and all owners, operators, lessors, lessees, and insurers of the Aircraft, hereby waives and releases all rights, claims, and remedies (through subrogation or otherwise) with respect to any and all Excluded Warranties, duties, obligations, and liabilities in tort or contract arising by law or otherwise from this Agreement or the Work, including: (1) liability for a Gulfstream Party's own negligence or (2) strict liability or product liability. For the avoidance of doubt, this Section 7 does not modify the rights and obligations of Gulfstream and Customer (or owner of Aircraft if different from Customer), as expressly stated in any Gulfstream Aircraft Warranty Agreement between the parties.

8. EXCLUSION OF ALL OTHER DAMAGES. Notwithstanding anything else in this Agreement, the Gulfstream Parties shall not be liable for punitive, special, incidental or consequential damages that arise from or relate in any way to this Agreement, or the Aircraft's presence at a Gulfstream Party's facility as a result of this Agreement, whether arising out of contract, warranty, tort or by statute or otherwise. Such excluded damages include damages for loss of use, loss of time, inconvenience, diminution in value or commercial loss. **THE EXCLUSION OF SUCH DAMAGES AS SET FORTH HEREIN SHALL APPLY NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, SHALL BE DEEMED INDEPENDENT OF ALL WARRANTIES, AND OTHER PROVISIONS OF THIS AGREEMENT, AND SHALL SURVIVE ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY WARRANTY OR LIMITED REMEDY UNDER THE TERMS OF THIS AGREEMENT.**

9. INCIDENTAL CUSTOMER PROPERTY. Gulfstream assumes no responsibility or liability for any Incidental Customer Property brought or delivered to Gulfstream's premises by Customer, whether on the Aircraft or otherwise. "Incidental Customer Property" is any item associated with the Aircraft, its crew, representatives of the Customer, or its passengers, that is not a part of the certified Aircraft or directly related to its operation, such as loose aircraft or cabin equipment, typical catering supplies, or the like. Gulfstream reserves the right to decline to store any Incidental Customer Property on its premises which it deems, in its sole discretion, inappropriate or dangerous. The Customer is responsible for importing or exporting of Incidental Customer Property into or out of the boundaries of any nation and must adhere to all applicable import or export control laws and regulations, including without limitation Export Administration Regulations ("EAR") and International Traffic in Arms Regulations ("ITAR") for entries into and out of the United States.

The Customer hereby agrees to defend, indemnify, and hold Gulfstream harmless from any and all claims made against Gulfstream arising out of Incidental Customer Property brought or delivered to Gulfstream's facilities, including losses incurred because of damage or theft, improper shipping or receiving, together with any criminal or civil penalties or other duties, imposts, taxes, liens or other obligation imposed by any governmental entity resulting from the presence of Incidental Customer Property on Gulfstream's facilities.

10. LIABILITY TO THIRD PARTIES. The limitations of liability in these terms and conditions will not be interpreted to affect in any way a Gulfstream Party's obligations, if any, for third party personal injury, wrongful death or property damage other than the Aircraft or its contents.

11. NO BAILMENT. No bailment is created by this Agreement, and Gulfstream shall not act as insurer of the Aircraft or any Incidental Customer Property while the Aircraft or Incidental Customer Property is present at Gulfstream's facility or otherwise in Gulfstream's custody or control.

12. NO DELAY PENALTY. Gulfstream will use reasonable efforts to complete the Work in a timely manner. Reasonable efforts does not include overtime unless the Customer agrees to bear overtime charges. Notwithstanding such obligation, Gulfstream shall not under any circumstances be liable for damages, late delivery penalty, fee or the like should it fail to perform the Work within any period of time specified by the Parties.

13. ACCEPTANCE OF DELIVERY. Gulfstream will tender the Aircraft to Customer for delivery at the facility where the Work was performed, unless otherwise agreed in writing. Customer shall promptly inspect the Work, and, upon correction or Customer approved deferral of any discrepancies in such Work, Customer shall accept the Aircraft.

14. TITLE. Title to all materials installed in the Aircraft under this Agreement does not pass until acceptance and payment of the Work by Customer, through delivery of the Aircraft or as otherwise mutually agreed in writing.

15. EXCESS STORAGE CHARGE. Unless otherwise agreed between the parties in writing, should Customer's Aircraft remain at Gulfstream's facility following completion of the Work for more than five (5) days, for whatever reason (including a failure to pay for the Work performed), Gulfstream is authorized by Customer to charge the prevailing rate for day storage of aircraft as then charged by Fixed Base Operators for aircraft of similar size on the airport where the Aircraft is stored (but not less than \$200.00 per day). Unless otherwise expressly agreed in writing as part of this Agreement, Gulfstream is under no obligation to provide any maintenance services whatsoever to the Aircraft while being stored under this provision and any dilapidation of the Aircraft during such storage period shall be Customer's sole responsibility.

16. SAFETY AND SECURITY. Customer's employees, agents, subcontractors and representatives shall abide by all applicable Gulfstream policies, procedures and safety protocols when present on Gulfstream's premises.

17. INDEMNITY BY CUSTOMER ENTERING GULFSTREAM'S PREMISES FOR PERSONAL INJURY AND DAMAGE TO OTHER PROPERTY. Customer assumes the risk of and agrees to indemnify and hold harmless the Gulfstream Parties from and against any and all liability, damage, loss, cost and expense, including attorney's fees, on account of any claim, suit or action made or brought against a Gulfstream Party (including claims brought against a Gulfstream Party because of a Gulfstream Party's own negligence) for the death of or injury to employees, agents, representatives and subcontractors of Customer, or damage or destruction of property of Customer, its employees, agents, representatives or subcontractors, (other than damage or destruction of the Aircraft upon which Work is performed, which is addressed elsewhere under this Agreement) sustained arising from or related to Customer's presence on the Gulfstream Party's facilities (including its hangars and ramps but excluding a Gulfstream Party's customer lobby and customer briefing rooms) during the course of the Agreement, except for the willful misconduct of a Gulfstream Party or its employees acting within the scope of their employment.

18. ARBITRATION. Any controversy or claim arising out of either this Agreement or Customer's service visit to Gulfstream shall be governed by the laws of the State of Georgia, without regard for rules concerning conflicts of law, and settled by one (1) arbitrator (except if the claim is in excess of Two Million Dollars (\$2,000,000.00), then by three (3) neutral arbitrators) under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") in the City where the work hereunder was performed. If the arbitration proceedings shall be conducted before a panel of three neutral arbitrators, the panel shall be selected using the following process: Within 15 days after the commencement of arbitration, each party shall select one person meeting the specified qualifications to act as neutral arbitrator, and the two thus selected shall select a third neutral arbitrator meeting the specified qualifications within 15 days of their appointment to act as the chair of the arbitration panel. If the arbitrators selected by the parties are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American AAA. In an arbitration with a single arbitrator, the parties shall use their best efforts to agree upon an arbitrator(s) within thirty (30) days after service of the claim, and if agreement is not reached by such date then either party may request the AAA to appoint an arbitrator(s) in accordance with its rules. The United Nations Convention on Contracts for the International Sale of Goods (frequently referred to as the "UNCISG") shall not apply.

19. MISCELLANEOUS. If any provision of this Agreement is held invalid under applicable law, such provision will be ineffective only to the extent of such invalidity without invalidating the remainder of this Agreement. If there is any conflict between these terms and conditions hereof and any document incorporated herein by reference, then these terms and conditions shall control unless such document expressly states the contrary. The words "include," "including" and variations thereof are not terms of limitation and shall be deemed followed by "without limitation." Exports or re-exports of commodities, technology and software provided as part of the Work are subject to the U.S. Export Administration Regulations and diversion contrary to U.S. law is prohibited. Customer shall comply with all applicable U.S. export laws and regulations. The failure of any of the parties to exercise any right under this Agreement shall not be construed as a waiver or relinquishment for the future enforcement of such right at any time.

20. AUTHORIZATION OF AIRCRAFT OWNER/LESSOR/LESSEE. The person signing this Agreement on behalf of Customer represents, warrants and affirms that he is an **AUTHORIZED AGENT OF THE AIRCRAFT OWNER(S)**, and, if applicable, lessor(s) and/or lessee(s) with full authority to enter into this Agreement and bind such owner(s), lessor(s), or lessee(s), with respect to all Work contemplated herein and on behalf of himself and his employer agrees to indemnify Gulfstream for all losses arising from any breach of this representation and warranty.

Customer Acknowledgement:

By: _____
Name: _____
Title: _____