

PRICING AGREEMENT

Plan D, LLC

50000042213

This Pricing Agreement, together with the General Terms and Conditions ("GTC") and any addenda and/or other attachments hereto and made a part hereof (collectively, the "Agreement") is effective for the "Term", which is the period between June 15, 2017 ("Start Date") and December 31, 2017; between

CAE Simuflite Inc., a corporation incorporated under the laws of the United States of America, with a place of business at 2929 West Airfield Drive, DFW Airport, TX, 75261 ("CAE")

And

Plan D, LLC, a corporation incorporated under the laws of United States, with a place of business at the 3800 Southern BLVD, Suite 204, West Palm Beach, FL, 33406 ("Customer").

SCOPE, APPLICABLE AGREEMENTS, AND ORDER OF PRECEDENCE

This Agreement governs the provision by CAE of the Training Services identified starting on the second page of this agreement. This Agreement is complemented by separate CAE General Terms and Conditions for Training Services (collectively referred to as "GTC") marked Alphabetically (A, B, C, etc) for each CAE Training Network Centre providing services under this Agreement, all of which are incorporated herein to form an integral part hereof as though written at length hereafter.

Description of Attachments

CAE General Terms and Conditions for Training Services ("GTC"):

GTC A – CAE Simuflite Inc.

- Unless otherwise indicated, the expressions used in this document shall bear the same meaning as those used in the GTC.
- In the event of inconsistencies between the terms of this Agreement and the GTC, the terms of this Agreement shall prevail.

METHOD OF PAYMENT

Unless otherwise stated in the agreement, payment for training is due prior to the start of the training event. Failure to remit payment may result in a training delay, interruption and/or cancellation.

All amounts set forth in this Agreement are stated in, and will be invoiced and paid in the currency mentioned on the invoice, without set-off, cross-claim or condition. Customer shall pay the Supplier using the bank details as specified on the invoice and/or prebill.

PRICING AGREEMENT

EVENT ITEMS

Product:	Location:	Price per Year:	2017
Maintenance Gulfstream 450 REALcase Update	NETC	\$8,000	USD

PRICING AGREEMENT

TERMS & CONDITIONS The Terms & Conditions that apply to this Pricing Agreement can be found below. Aviation Transportation Security Act requires U.S. Citizens to provide proof of citizenship prior to training. Foreign nationals must meet certain prerequisites and be registered with the Department of Justice.

GENERAL TERMS & CONDITIONS

**GTC A
AIRCRAFT TRAINING SERVICES
GENERAL TERMS AND CONDITIONS FOR NORTH & SOUTH AMERICA & MEXICO**

1. Definitions: Capitalized terms have the following meanings:

- 1.1. "Agreement" means these GTC and any Exhibits attached hereto and inventoried in Section 20 below, and the applicable Pricing Agreement(s).
- 1.2. "CAE" means the CAE entity forming part of the CAE Training Network identified in the Pricing Agreement and, when applicable, the Provider(s).
- 1.3. "CAE Indemnified Parties" means CAE, its officers, employees, agents, or representatives.
- 1.4. "CAE Training Network" means the training centers of CAE and/or its affiliates or other entities having an agreement with CAE enabling them to provide the Training Services.
- 1.5. "Customer" means the persons or entities who request Training Services as a Party to this Agreement and on whose behalf Training Services will be received by the Trainee, including without limitation Trainees and aircraft operators.
- 1.6. "Course" means a structured and integrated set of instructional activities, tasks and/or materials occupying a set amount of time and set out in a Syllabus. A Course may or may not be CAE-developed and administered.
- 1.7. "Dry Training" means training using Equipment but without a CAE-provided instructor, regardless of whether or not a CAE Course and/Training Materials are used.
- 1.8. "Equipment" means the training device(s) identified in the Pricing Agreement for use in delivering the Training Services or Dry Training or Wet Training.
- 1.9. "Pricing Agreement" means the document(s) between CAE and Customer for the provision of specified Training Services.
- 1.10. "Original Equipment Manufacturer" or "OEM" means the manufacturer of the Equipment.
- 1.11. "Parties" means CAE and Customer collectively.
- 1.12. "Party" means CAE or Customer individually.
- 1.13. "Provider" means any capable entity forming part of the CAE Training Network designated by CAE to provide all or part of the Services under the Pricing Agreement.
- 1.14. "Services" means Training Services, Wet Training and Dry Training collectively.
- 1.15. "Syllabus" means a document specifying the contents (i.e. the subjects covered, the training equipment used) and duration of a Course.
- 1.16. "Term" means the time between the Effective Date and the End Date.
- 1.17. "Total Service Contract" means a prepaid annual fee contract in which the Customer is entitled to two (2) Services events in up to two (2) different aircraft in a 13-month period. The Services must be taken within the specified 13-month period.
- 1.18. "Training Center(s)" means the location(s) forming part of the CAE Training Network identified in the Pricing Agreement where the Training Services will be provided.
- 1.19. "Trainee" means the person(s) who directly receive(s) CAE Training Services under this Agreement, including without limitation pilots and maintenance technicians. The Trainee and the Customer may or may not be the same person.
- 1.20. "Training Materials" means the CAE-supplied manuals, handbooks, presentations and any other associated materials used for the delivery of Training Services, including any software or electronic media. Training Materials do not include any materials supplied by the Customer or a Trainee, such as company standard operating procedures or company checklists, or any materials supplied pursuant to subsection 2.5 herein.
- 1.21. "Training Records" means documentation made by CAE on standard forms reflecting individual Trainee performance during Services. Training Records do not include internal memoranda, and instructor comments and notes.
- 1.22. "Training Services" means delivery of the specific Course(s) specified in the Pricing Agreement(s) by use of CAE instructors and Equipment.
- 1.23. "Training Session" means, as applicable, any confirmed ground school hours, any training flights in aircraft (See CAE GTC Flight Training Addendum below) or any block of time taken in a full flight simulator ("FFS"), as well as the associated briefing and debriefing.
- 1.24. "Wet Training" means training using Equipment with a CAE-provided instructor.

2. General:

- 2.1. These GTC will apply to all Services provided to the Customer during the Term, including those Services listed in the Pricing Agreement and any Services added during the Term by mutual agreement of the Parties. There is no limit to the number of individual Services orders to which these GTC may apply for the Term.
- 2.2. CAE is the final authority on the makeup of the Training Session schedule, and unless the Pricing Agreement(s) specify otherwise, CAE does not promise or represent that Customer will be assigned particular training time(s).
- 2.3. If Customer's Purchase Order or other correspondence contains terms or conditions contrary to or in addition to these

GENERAL TERMS & CONDITIONS

GTC, such terms and conditions are voidable by CAE, and CAE's performance of any Services hereunder will not be deemed acceptance of any such additional terms or conditions.

- 2.4. In the absence of a signed Agreement, any reservation by the Customer for Services will signify agreement by the Customer of the latest proposal made by CAE, which together with these GTC will constitute the Agreement.
 - 2.5. In consideration of and to facilitate the Training Services to be provided hereunder, throughout the provision of the Training Services, the Customer will ensure that CAE has access to a) all current OEM aircraft manuals, including without limitation the flight manual, the maintenance manual, the manufacturer checklists, all avionics manuals and special operations manuals, any updates thereto, and any and all other manuals required under FAA regulations or any other applicable aviation regulatory authority(ies) to be included with, or provided to operators of, the aircraft platform(s) on which the Training Services are provided; and b) any aircraft service bulletin received from the OEM for the aircraft platform(s) on which the Training Services are provided. Any Training Material compiled by CAE on the basis of any form of data provided by the Customer pursuant to this clause shall become proprietary data of CAE, subject to pre-existing rights of third parties with respect to such data.
3. **Services:** Subject to receipt of payment per subpart 7 and Customer compliance with Section 10 herein (Compliance with Laws), CAE will provide the Services specified in the Pricing Agreement and (in the case of Training Services) any associated Training Materials.
- 3.1 In the case of Wet Training under a non-CAE Course, at CAE's request, Customer will provide to CAE one copy of all relevant standard operating procedures and OEM manual(s) (including, in the case of pilot training, aircraft operating manuals and quick reference handbooks), will warrant that it has the rights to provide same to CAE for the purposes hereof, and shall indemnify and hold CAE harmless from any loss, damage, liability, cost or expense as a result of a breach of the foregoing warranty. Any Training Material produced by CAE on the basis of any such documentation is proprietary to CAE. Customer must inform CAE of its desire for training under a non-CAE Course within a reasonable time prior to the first training event under that non-CAE Course.
 - 3.2 In the case of Wet Training under a non-CAE Course, at CAE's request, the Customer will provide to CAE within a reasonable time prior to the first Training Session, : i) a description of the Course; and ii) a Syllabus (including a description of the instructor qualifications required to teach each portion of the Syllabus) and any related training materials. CAE's obligation to provide Wet Training for such Course shall be subject to CAE's review and approval of such Course (including the Syllabus) and related training materials. Customer must inform CAE of its desire for training under a non-CAE Course within a reasonable time prior to the first training event under that non-CAE Course.
 - 3.3 Customer recognizes that it shall at all times be responsible to ascertain whether Trainees meet Course prerequisites. Customer shall be responsible for any liability with respect to the Trainee knowledge level upon Course entry. CAE will not be in breach of its obligations if any Trainee does not meet proficiency levels and fails a Course.
 - 3.4 If CAE believes that any Trainee requires preparatory, remedial or extra training to successfully start/complete a Course or to prepare for a specific examination (or re-examination), CAE will advise Customer. CAE will not provide any remedial or extra training unless instructed to do so by Customer, in which case CAE will provide such training at rates mutually agreed by the Parties in advance.
4. **Training Materials/ Title/ Confidentiality/Training Records:**
- 4.1. The Customer acknowledges that it has no ownership claim or license right of any kind with respect to any Training Material. The Training Material is proprietary to CAE and is provided to Customer solely for use and disclosure in connection with the Training Services provided under this Agreement.
 - 4.2. Without CAE's written consent, the Customer agrees that it will not copy, record, photograph, disclose, transfer or distribute to any other party the Training Material or any other proprietary and/or confidential information, provided it is so marked (hereinafter the "Proprietary Information"). Further, the Customer is responsible for ensuring that all of its Trainees, employees or representatives have been informed of and have agreed to comply with Customer confidentiality obligations under this Agreement.
 - 4.3. Customer acknowledges that unauthorized disclosure, use, or sale of the Proprietary Information, in whole or in part, or the disclosure, use or sale of any information or material created from, based upon or arising out of the Proprietary Information will give rise to irreparable injury to CAE inadequately compensable in damages. Accordingly, CAE may seek or obtain injunctive relief against any such undertakings, in addition to all other legal remedies that may be available to it.
 - 4.4. The Customer shall keep this Agreement in strict confidence and shall not disclose any aspect, clause, provision or term of this Agreement without the express written consent of CAE.
 - 4.5. The Customer also recognizes that CAE may need personal information concerning Customer's employees or representatives. Customer authorizes CAE to gather, process, file and archive specific personnel information and will obtain appropriate consent from its employees or representatives for the release of this personal information to CAE. CAE will keep and maintain any such personal information in strict confidence and disclose such information only for

GENERAL TERMS & CONDITIONS

purposes under this Agreement.

- 4.6. Training records: Trainees may view and receive copies of their Training Records. Upon written request, a Customer may receive copies of Training Records of a Trainee for whose training the Customer arranged and paid. CAE will honor written requests for Training records made by a national aviation authority or any law enforcement agency. CAE will not be liable, and Customer will indemnify, defend and hold harmless CAE Indemnified Parties (as defined in 5.1 below) from and against any claims, judgments, damages, liabilities and losses arising out of and attributable to CAE's delivery of Training Records consistent with this subsection.

5. INDEMNITY AND INSURANCE

- 5.1. Unless caused by the gross negligence or willful misconduct of CAE Indemnified Parties in the delivery of Services or aircraft operational advice or aircraft operational assistance, CAE will not be liable for and Customer shall indemnify and hold harmless the CAE Indemnified Parties from and against any and all claims, judgments, damages, liabilities and losses, including costs and expenses incidental thereto, of any nature whatsoever, arising out of or attributable to the performance of the Services and specifically arising out of or in connection with the operation or maintenance of any aircraft by Customer Representatives who receive Services under this Agreement. Said indemnity will include incidents or accidents of any nature involving aircraft owned, operated, controlled or utilized by the Customer.
- 5.2. Each Party will maintain, at its own cost and expense, insurance in accordance with applicable legislation and industry standards, which insurance will include without limitation, liability insurance and worker's compensation or its local equivalent. Without in any way limiting or detracting from any liabilities under this Agreement, Customer shall maintain during the Term aviation liability insurance if the Services concern pilot training and aviation products liability insurance if the Services concern maintenance training. As per Annex 1 attached hereto, such insurance shall: (i) include without limitation, aircraft liability, passenger legal liability and premises liability for a Combined Single Limit (Bodily Injury/Property Damage) of at least (For Commercial Aviation Training (CAT): US \$500 million / For Business Aviation Training (BAT): US \$250 million / For Helicopter Aviation Training (HAT): US \$50 million); (ii) include to the fullest extent available war and perils coverage for those perils excluded by War, Hijacking and other Perils Exclusion Clause AVN48B; (iii) name the CAE Indemnified Parties as additional insured; (iv) provide notice to CAE in the event of policy cancellation.
- 5.3. If requested by CAE, Customer will provide CAE a certificate evidencing adequacy of its aviation liability insurances as required herein.
6. **Expenses of the Parties:** Customer is responsible for all expenses associated with its receipt of Services, including travel, lodging, and meals. If a CAE representative is required to travel in order to perform any portion of the Services, Customer agrees to reimburse CAE for all reasonable travel related expenses.
7. **Payment:** Unless otherwise agreed and indicated in the Pricing Agreement, payment is due and payable in United States Dollars prior to start of training.
- 7.1. Those payments not due prior to the start of training will be due and payable upon receipt of an invoice.
- 7.2. Any Invoices over 45 days in arrears are subject to an additional 12% per annum late charge. If CAE is required to commence litigation to recover any sum owed under this Agreement by Customer or to otherwise exercise its rights or remedies hereunder, Customer shall be liable for all related expenses, court costs, and reasonable attorney fees incurred by CAE in recovering such amounts owed by Customer.
- 7.3. CAE reserves the right to immediately suspend any Services if the Customer is in default with any payment obligations, and all CAE costs and losses as a result of such suspension, including the price of the suspended Services, shall be for the account of Customer.
- 7.4 **Cancellation:** If the Customer finds it necessary to cancel a scheduled Training Session CAE will use reasonable efforts to mitigate CAE's loss. However, Customer acknowledges that when reasonable efforts fail to mitigate loss, CAE is entitled to payment for Training Sessions cancelled by Customer. In the event of Customer cancellation, Customer shall pay the financial compensation set out hereunder, plus applicable taxes, within 30 days of receipt of invoice for same:
- Written notice of cancellation received by CAE 60 days or more prior to the class start date: No cancellation fees;
 - Written notice of cancellation received more than 45 days but less than 60 days prior to the class start date: 25% of the rate of such class;
 - Cancellation notice received more than 30 days but less than 45 days prior to the class start date: 50% of the rate of such class;
 - No notice or cancellation notice received 30 days or less prior to the class start date: 100% of the rate of such class, plus any incurred instructor travel and living expenses.
- 7.5 With regard to Total Service Contracts, if the Customer has paid in advance for training events, these events must be

GENERAL TERMS & CONDITIONS

completed within a 12-month period. Failure of the Customer to do so will result in Customer forfeiting any future training credit.

8. **Taxes:** All the amounts payable under this Agreement are exclusive of all applicable taxes, including sales, value added taxes, goods and services taxes, use taxes and all similar type taxes, as applicable, required by any Government which shall be added to the invoices and paid by the Customer to CAE or paid directly to relevant government as applicable.

The Customer shall not be liable for: a) any personal income taxes of CAE Personnel and b) for any corporate income taxes of CAE or its subcontractors.

The Customer shall pay the fees, and any other amounts owed under this Agreement hereunder, without withholding or deduction for taxes. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to CAE hereunder, the Customer will pay the required amount to the relevant governmental authority, provide CAE with a withholding tax certificate evidencing the payment and pay to CAE, in addition to the payment to which CAE is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by CAE, free and clear of all taxes and withholdings, equals the full amount CAE would have received had no such deduction or withholding been required.

9. **Log:** The Customer is required to complete, date and sign each Equipment log (the "Log") each time Customer uses Equipment for Dry Training, indicating the number of hours the Equipment was used. In the event of Wet Training, the Log will be completed by the instructor and signed by the Customer. If Trainees arrive late for a Confirmed booking, the Confirmed booking time must be written in the Log with a comment indicating the exact start time. Services will be charged on an hourly basis for any time spent in the Equipment and/or training rendered in excess of the Confirmed booking. CAE is authorized to make and/or correct entries in the Log if Customer has not: a) accurately reported/completed same; b) signed the Log; or c) used the Equipment, even though it had a Confirmed booking. Based on the Log, CAE will prepare a monthly report stating the Dry Training hours spent on any Equipment and any Wet Training and will forward such report to Customer upon request. In the absence of manifest errors, the Log is conclusive of the actual Equipment usage hours and rendered Training Services.

10. **Compliance with Laws:** The Customer agrees that it is responsible for ensuring that its trainees comply with i) all applicable laws, rules, regulations, company practices, directives and codes of conduct in effect where the Services are provided, and ii) all terms and conditions of this Agreement. In particular, the Customer agrees that it is responsible for ensuring that its trainees comply with the United States Aviation and Transportation Security Act (ATSA) of November 2001 and Department of Homeland Security (DHS) rules published September 20, 2004, as may be amended and in effect at the time of training. Per this Act and DHS rules, the DHS must approve in advance all non-U.S. citizens who desire to obtain Services at a training facility in the U.S., or who desire to obtain Services at a facility outside of the U.S. leading to U.S. license, certification or rating. To be considered for approval, the Customer must ensure that its trainees provide DHA their detailed information, including without limitation each trainee's fingerprints, photograph, passport information, certifications and aircraft ratings. Depending upon the type of training, this information must be provided the DHS or CAE up to 50 calendar days prior to the start of Services to assure timely approval from the DHS. Receipt of such approval is required before CAE can provide Services. U.S. citizens must also provide proof of citizenship to CAE prior to Services. In the event that CAE cancels a Training Session due to Customer's failure to comply with the ATSA and DHS requirements in a timely way, Customer shall pay CAE financial compensation on the same basis as if it were a cancellation by Customer.

Without prejudice to the above, Customer warrants that it will screen all Customer trainees or other representatives that attend, have access to or make use of Services and Training Material provided by CAE against the EU, U.S. and other international government list of restricted or prohibited persons (including, but not limited to: U.S. Office of Foreign Assets Control – "OFAC" - list of Specially Designated Nationals and Blocked Persons, U.S. Bureau of Industry and Security - "BIS" - Entity List, BIS List of Denied Persons, BIS Unverified List, U.S. Directorate of Defense Trade Controls list of Debarred Parties, European Union Sanctions list and any other sanctioned list that may be available) before their respective indication or appointment by Customer. Customer further warrants that it will only indicate or appoint Customer trainees or representatives if same are cleared and approved for export control purposes. In the event that CAE cancels a Training Session due to Customer's failure to comply with the requirements of this subsection in a timely way, Customer shall pay CAE financial compensation on the same basis as if it were a cancellation by Customer.

11. Use of Equipment:

- 11.1. Customer agrees to prudently use the Equipment and any other property in the Training Center to which it has access, and recognizes that it will be responsible for any losses, damages, costs, expenses and fees directly or indirectly related to the use of the Equipment or of any other property, contrary to the terms hereof. In all cases where CAE provides Dry Training, Customer shall ensure that its instructors have the knowledge, skills and qualifications necessary to use the Equipment and upon request will provide proof of same to CAE.

GENERAL TERMS & CONDITIONS

- 11.2. If a deficiency in the Equipment materially affects the Services, Customer may continue with the training, in which case it will be deemed to have successfully met the training objective, or may suspend the training. In all cases, Customer promptly will report any deficiencies to CAE. If Customer suspends training, CAE shall promptly address any such deficiencies, and Customer shall be advised of the schedule proposed by CAE to effect such corrections. CAE's liability for Training Session loss will be limited to the rescheduling of such Training Session within a reasonable period, at mutually agreeable time, and for such period of time required to achieve the training objective.
12. **Force Majeure:** CAE will not be liable for any default or delay in performance caused by circumstances beyond its control, including but not limited to, "Acts of God", unusually severe weather, fire, flood, power failure, war, governmental regulations or directives, acts of third parties, equipment failure, accidents, strikes, embargos or labor trouble or any other cause beyond CAE's reasonable practical control. In the event of the above failure or delay, CAE will: a) notify Customer of the condition, its expected duration and impact on its ability to perform the its obligations, b) extend the time fixed for the completion of the Services for such period as is reasonable in view of the circumstances, and c) allocate capacity and/or resources among its Customers in such a manner as CAE shall determine to be practical in its discretion.
13. **Termination:**
- 13.1. CAE reserves the right, at any time, and without liability to Customer, to terminate this Agreement for its convenience, in whole or in part, by providing at least thirty (30) days written notice of termination to the Customer. In such case, Customer will be obligated to pay only for such services that were performed prior to the termination date.
- 13.2. CAE reserves the right to relocate Equipment on 60-days' notice to Customer.
- 13.3. CAE may also terminate this Agreement with immediate effect in the following cases: (i) the Customer materially breaches this Agreement or fails to pay for the Services as provided for in subpart 7; (ii) the Customer becomes insolvent or is declared bankrupt or a trustee or receiver is appointed to take control over the Customer or its estate, or the Customer makes a general assignment for the benefit of its creditors; (iii) any attempted assignment without CAE's written consent; or (iv) Customer's failure to comply with any US government regulation.
- 13.4. Either Party may terminate this Agreement upon the material breach of this Agreement by the other Party, if the breaching Party fails to cure such breach or take material steps to correct such breach within thirty (30) days of written notification by the non-breaching Party.
- 13.5. Any breach or termination hereunder will not affect the obligations of Customer to pay CAE for Services performed prior to the effective date of termination.
14. **Assignment:** Customer may not assign this Agreement without the prior written consent of CAE. CAE may assign the performance of Services within the CAE Training Network. In such an event, these terms and conditions shall also govern Customer's relationship with others within the CAE Training Network.
15. **Notices:** Unless and until written notice of a change of representative is received by the affected Party, Notices or communications pertaining to this Agreement should be delivered by certified US Mail or overnight courier (e.g., Federal Express or UPS), with a copy by e-mail, to the Parties' representatives listed below.

To CAE	To Customer
Attention:	Attention: Peter Rawson
Address: 2929 W. Airfield Drive, Dallas, Texas, United States, 75261	Address: 3800 Southern BLVD, Suite 204, West Palm Beach, FL, United States, 33406
E-mail: [REDACTED]	E-mail: [REDACTED]

16. **Disclaimer of Warranties:**

- 16.1. TO THE EXTENT PERMITTED BY LAW, CAE DISCLAIMS ALL WARRANTIES REGARDING THE PROVISION OF THESE SERVICES – WHETHER EXPRESS, IMPLIED OR STATUTORY – INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES

GENERAL TERMS & CONDITIONS

ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. NO OTHER WARRANTY GIVEN BY ANY PERSON, FIRM, OR CORPORATION WITH RESPECT TO THESE SERVICES SHALL BE BINDING ON CAE.

16.2. FURTHER, CAE IS NOT RESPONSIBLE FOR THE COMPETENCY OF ANY PERSONS WHO RECEIVE SERVICES UNDER THIS AGREEMENT, NOR DOES CAE GUARANTEE THAT ANY PERSONS RECEIVING SERVICES WILL ACHIEVE THE NECESSARY PROFICIENCY TO QUALIFY FOR ANY LICENSE, CERTIFICATES OR RATINGS ISSUED BY ANY REGULATORY AGENCY OR GOVERNMENT AUTHORITY.

17. **Limitation of Liability:** In no event will CAE be liable to the Customer, under any circumstance, for incidental, consequential, special, indirect, or statutory damages, loss of profits or revenues, fees or expenses resulting from or arising out of or in connection to this Agreement and the provision of services. CAE's maximum liability under this Agreement will be limited to the funds actually received from the Customer during the previous 12 months in which the event giving rise to the claim occurred.
18. **Governing Law:** This Agreement will be governed and construed in accordance with the laws of the country and state (or other applicable political subdivision) where the Services were provided, or as specified in the Pricing Agreement. The Parties agree that any dispute will be resolved in the associated courts of the jurisdiction whose laws are applied, or as specified in the Pricing Agreement, and hereby waive all rights to jury trial in any dispute or litigation arising directly or indirectly to this agreement and the services provided by CAE.
19. **Amendment and Waiver:** This Agreement may not be amended except by written instrument executed by each Party. The failure by either Party to enforce any provision of this Agreement will not be deemed a waiver of such provision.
20. **Interpretation/ Entire Agreement:** These GTC and associated Pricing Agreement(s) bearing the same GTC Number, and any signed exhibits attached hereto and inventoried in Subsection 20 below, contain the entire and only agreement between the parties respecting the subject matter hereof, and supersede any prior agreements, oral or written, relating to the specific subject matter hereof. No modification or amendment of the Agreement will be binding unless agreed to in writing by both Parties. If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
21. **Surviving Obligations:** The termination of this Agreement shall not affect the provisions of this Agreement (including the Terms and Conditions herein), which by their very nature and context are intended to survive its termination.

The Parties agree that this Agreement and all related documents and notices are to be drafted in the English language. The Parties further agree that in the event that this Agreement and/or related documents and/or notices are translated to another language, this English version will alone be controlling. The Parties' signatures will be affixed to the English version alone.

GENERAL TERMS & CONDITIONS

Annex 1

Aviation or Liability Insurance and Products Liability Insurance Limits Required of Customer (\$ = US \$) (MM = Millions)			
Type of Customer	Type of aircraft		
	If Commercial aircraft	If Business jet	If Helicopter
COMMERCIAL (cargo and passenger aircraft, including training of pilots and technicians sponsored by airlines) And CHARTER MGT COMPANY (pure charter with pilot, e.g. air taxi license); (charter mgt: individuals hire company to manage aircraft)	\$500 MM or EC Regulation 785 (as it may be amended during the Term), whichever is greater (***)	\$ 100 MM or EC Regulation 785 (as it may be amended during the Term), whichever is greater (***) (except for VLJs) If VLJ: \$50 MM or EC Regulation 785 (as it may be amended during the Term), whichever is greater (***)	\$50MM or EC Regulation 785(as it may be amended during the Term), whichever is greater (***)
INDIVIDUAL WHO OWNS AIRCRAFT (for personal use only)	Same as above	Same as above, <u>except for VLJs</u> If VLJ: \$5 MM	\$ 5 MM

This chart does not apply to the provision of Training Services by ab-initio schools, for which insurance requirements will be established on a case by case basis.

Where the Training Services involve in-flight training in aircraft, prior to the commencement of such services, Customer shall provide a) aircraft public liability covering the operation of the aircraft with limits not less than limits referenced in this chart, as well as b) an all risks ground & flight hull insurance on an "agreed value basis", with a waiver of subrogation extended to the Indemnitees.

(***) It being understood that a sub-limit of \$25 MM may be applicable to personal injury liability insurance (for the avoidance of doubt, "personal injury" refer to claims arising from libel, defamation, slander, wrongful eviction, invasion of privacy or false arrest).

[Remainder of the page is blank]

GENERAL TERMS & CONDITIONS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the date and year written below.

CUSTOMER

Signature: 
Peter J Rawson (Jun 16, 2017)

Name: Peter J Rawson

Title: Dir of Maint

Date: Jun 16, 2017



Plan D, LLC, Jun 16, 2017, CAE Agreement_v2

Adobe Sign Document History

06/16/2017

Created:	06/16/2017
By:	Craig Searls ([REDACTED])
Status:	Signed
Transaction ID:	CBJCHBCAABAAIsSZk_q0s_3szaFloJymJs3VcCSVF090

"Plan D, LLC, Jun 16, 2017, CAE Agreement_v2" History

-  Document created by Craig Searls ([REDACTED])
06/16/2017 - 3:13:34 PM PDT- IP address: [REDACTED]
-  Document emailed to Peter J Rawson (pete.rawson@meridian.aero) for signature
06/16/2017 - 3:13:40 PM PDT
-  Document viewed by Peter J Rawson ([REDACTED])
06/16/2017 - 3:22:37 PM PDT- IP address: [REDACTED]
-  Document e-signed by Peter J Rawson ([REDACTED])
Signature Date: 06/16/2017 - 3:30:24 PM PDT - Time Source: server- IP address: [REDACTED]
-  Signed document emailed to Peter J Rawson ([REDACTED]) and Craig Searls ([REDACTED])
06/16/2017 - 3:30:24 PM PDT