

HAWTHORNE

GLOBAL AVIATION SERVICES

FAA Certified Repair station
[REDACTED]



March 31, 2014

Mr. Larry Visosky
JEGE, LLC
[REDACTED]

Dear Mr. Visosky,

In response to your request, Hawthorne Global Aviation Services is pleased to provide the following proposal for maintenance to be performed on Gulfstream GIV, Serial Number 1085, Registration N212JE.

If after review of this proposal and its attachments you have any questions, concerns or scheduling requests, please do not hesitate to contact me so that we can coordinate a mutually agreeable input date for your aircraft. Furthermore, if this proposal, with its attachments and Terms and Conditions, is acceptable to you, please sign and return to jmurray@hawthorne.aero.

Thank you for considering Hawthorne Global Aviation Services for the above work scope on your aircraft.

Thank you,

E. Julian Murray
Manager of Maintenance Operations

EM/jb

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Gulfstream GIV, SN 1085, N212JE
Date: March 31, 2014

Work scope:

Proposal totals are as follows:

- 1. Customer Supplied CMP Codes (24 Mos inspection) Flat Rate Labor = \$39,000.00**

Accept

Decline

Downtime and Lead-time

For the work scope presented in this proposal the downtime will be **11 Days** (Monday through Friday). There is no provision in this schedule for additional work, discrepancies or overtime requested above and beyond this proposal. For overtime approval please initial below, overtime will be a time and half.

Overtime approved

Accept

Decline

Airframe Contingencies

This proposal does not include correction/clearing of any discrepancies and/or corrosion that may be found, outside services, additional due items (i.e. customer requirements, completion/outfitter requirements, Part 135 requirements, etc.), and/or consumables. These issues will be addressed separately from this proposal with the customer and may impact scheduled downtime. Additional labor hours may be incurred due to aircraft configuration or mechanical difficulties. If applicable, parts and labor will be submitted for coverage under original aircraft/engine warranty or any additional supplemental coverage. Labor or parts not covered under original aircraft/engine warranty or any additional supplemental coverage will be the responsibility of the owner.

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Payment Terms

Initial Down payment \$13,000.00

Full Final Payment – Due upon delivery
(prior to departure):

Wiring Instructions:

Bank Name: Wells Fargo Bank
 177 Meeting Street, Charleston SC 29401
 (843) 727-1059
ACCOUNT NAME: Hawthorne FBO Holdings LLC
ACCOUNT NUMBER: 4125504373
ROUTING NUMBER: 121000248
SWIFT CODE: WFBUS6S

Please note that if a credit card is used for payment, you may incur a transaction fee up to 3.5% of the charged amount.

So that we may accurately allocate your funds, please reference an invoice or work order number for all transactions.

Upon completion please email your wire confirmation to wireconfirmations@hawthorne.aero

Proposal Accepted:

By: _____

Date: _____

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Standard Terms and Conditions of Hawthorne Global Aviation Services

These Standard Terms and Conditions of Hawthorne Global Aviation Services ("Hawthorne"), together with the terms of sale set forth in our signed proposal ("Proposal") submitted to you, will be the only terms of sale applicable to our provision of repair or servicing ("Services") of your aircraft ("Equipment") described in the Proposal and will comprise the entire agreement ("Agreement") for these Services. In this Agreement "you" and "your" refer to the Customer identified in the Proposal and "we," "us" and "our" refer to Hawthorne.

General Procedure. We will perform Services on your Equipment as required in your workscope and stated in the attached Proposal. Services will be in accordance with our standard commercial practices and may, with your concurrence, include Designated Engineering Representative ("DER") repairs on non-rotating parts and assemblies and the use of PMA parts. We may use parts from our rotatable parts inventory to replace your repairable parts which will be repaired by us at your expense. If such removed parts are later scrapped, condemned or determined to be non-repairable, the parts will be disposed of at no expense to you and you will pay the list price for the replacement part, less any applicable exchange fee previously paid. Title to parts and material furnished by us will pass to you upon incorporation into the Equipment and, simultaneously, title to the parts replaced will pass to us. At redelivery, we will provide you copies of all work records required by, as applicable, the FAA, JAA, CAA or other equivalent aviation authority (each, an "Approved Aviation Authority") which we agree in writing.

Governmental Authorization. You will be the importer/exporter of record of the Equipment and, unless we otherwise agree in writing, you will be responsible for obtaining all necessary import/export licenses, permits and other required authorizations. All delivered items (including technical data) shall at all times be subject to U.S. Export Regulations, International Traffic in Arms Regulations of the U.S., and applicable U.S. Customs Regulations. You will not dispose of U.S.-origin items furnished by us (including technical data) other than in and to the country of ultimate destination specified in the Proposal, government license(s), and authorization(s), except as law and regulation permit.

Taxes. You agree to pay all taxes, duties, fees, charges or assessments of any nature (but excluding income taxes) assessed or levied in connection with the performance of this Agreement.

Prices/Payment. Our prices for Services are stated in U.S. Dollars and shall be at the rates quoted to you in the Proposal. Any Service provided that is not priced in the Proposal shall be charged at the current rates published in the original equipment manufacturer's catalogs. All invoices are due prior to redelivery of the repaired Equipment and shall be paid by wire transfer to our bank account, immediately available for use and without set-off. If your account becomes delinquent, you will grant us commercially acceptable assurances of payment. You will also pay us one and one-half percentage points interest (1.5%) per month for all payments past due.

Excusable Delay. You will excuse us from, and we will not be liable for, any delay in our performance due to causes beyond our reasonable control and, in the event of such delay, we may invoice you for all completed Services. If you cause a delay, your Equipment may be removed from Service, which may result in a greater than day-for-day delay in the completion of Services.

Warranty. We warrant that for a period of 90 days after the date of redelivery the work performed by Hawthorne on the Equipment (but not the parts installed by Hawthorne, which parts are covered by applicable warranties of the parts manufacturer) will be free from defects in workmanship and conform to final specifications, plans, and drawings that the parties have agreed in writing to be a part of this Agreement. You will send us written notice of a defect within thirty (30) days of discovering it. If we reasonably determine that the work made the subject of your notice was in fact defective, we will promptly, at our option, either (a) repair the defective work or (b) refund the repair price allocable to the defective work. The warranty period on any such repaired item will be the unexpired portion of the warranty on the initially repaired item. You will send the item containing the defective work, freight prepaid, to the location we specify. We will reimburse reasonable freight charges that you incur for repairs covered by this warranty. This warranty is exclusive and in lieu of all other warranties, including warranties of merchantability and fitness for a particular purpose. We will not be responsible for incidental, resultant or consequential damages. This warranty is not assignable without our written consent and is applicable only if, following redelivery, the Equipment (a) has been transported, stored, installed, operated, handled, maintained and repaired in accordance with Airworthiness Directives and the then-current recommendations of the Equipment manufacturer as stated in its manuals, service bulletins or written instructions; (b) has not been altered, modified or repaired by anyone other than us; and (c) has not been subject to accident, misuse, abuse or neglect.

Indemnity. Customer shall indemnify, defend, save, and hold harmless Hawthorne, its parent and its affiliates, and the directors, managers, officers, servants, and employees of each of them, from and against any and all responsibilities, liabilities, claims, demands, suits, judgments, losses, damages, costs and expenses for any loss of, damage to, or destruction of any property, or any injury to or death of any person, arising from Customer's use, operation, repair, maintenance, or disposition of the Equipment; provided, however, Customer shall not be required to indemnify Hawthorne for any claims or liabilities arising from Hawthorne's negligence or misconduct or breach of its obligations arising under this Agreement. Customer shall also indemnify, defend, save, and hold harmless Hawthorne, its parent and its affiliates, and the directors, managers, officers, servants, and employees of each of them, from and against all claims and

Limitation of Liability. OUR TOTAL LIABILITY ON ANY AND ALL CLAIMS OF ANY NATURE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM PERFORMANCE OF THIS AGREEMENT SHALL NOT EXCEED OUR INVOICE FOR THE REPAIRED ITEM GIVING RISE TO SUCH CLAIM. THERE SHALL BE NO LIABILITY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Information, Trademarks. Unless agreed in writing, any information shared with each other shall be held in confidence and may not be disclosed to others. This does not apply to information which is or becomes part of the general public knowledge other than as a result of breach of any confidentiality obligation or which was known prior to receipt from the disclosing party. This Agreement does not give either party the right to use the trademarks of the other or grant any rights to any patent owned or licensed by the other party.

Termination. Either party may terminate this Agreement upon thirty (30) days written notice for breach of any material provision, unless such breach is cured within the thirty (30) days. We may terminate this Agreement without advance notice if you (a) fail to make any of the required payments when due, (b) make any agreement with your creditors due to your inability to make timely payment of your debts, (c) enter into compulsory or voluntary liquidation, (d) become insolvent, or (e) become subject to the appointment of a receiver of all or a material part of your assets. Upon any such termination, you will not be relieved of your obligation to pay for Services performed.

Customer Furnished Material. Consistent with the approved workscope and charges specified in the Proposal, you may supply mutually agreed quantities and types of parts to us as "Customer Furnished Material" if furnished with an Approved Aviation Authority serviceability tag and ready for immediate use. If your delay in providing material would delay our performance, we may supply such parts and material at your expense. Any Customer Furnished Material shall be subject to a handling charge equal to 15% of the list price of such items, and labor incurred by Hawthorne to replace defective Customer Furnished Material shall be charged at Hawthorne's posted labor rates.

Dispute Resolution and Governing Law. This Agreement shall be governed by the law of the State of New York, excluding its conflict of law provisions and the UN Convention of Contracts for the International Sale of Goods. We will try to amicably resolve any dispute relating to this Agreement within sixty (60) days. In the event we do not, the dispute will be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association in New York, New York, USA, by one or more arbitrators appointed in accordance with its Rules. Either of us may take appropriate legal action as may be required for the enforcement of such arbitration award.

Right to Subcontract. We have the right to subcontract any Service to any subcontractor properly certified and rated by the Approved Aviation Authority.

Assignment. This Agreement may not be assigned without the prior written consent of the other party, except that your consent will not be required for an assignment by us to one of our affiliates.

Waiver of Immunity. If you are incorporated or based outside the United States, to the extent that you or any of your property becomes entitled to sovereign or other immunity from any legal action, you waive your immunity in connection with this Agreement.

Language, Notices. All correspondence and documentation in connection with this Agreement will be in English. All notices will be in writing, effective upon receipt and will be provided to the addresses set forth on the Proposal, which may be changed by written notice.

Non-Waiver of Rights and Remedies. Failure or delay in the exercise of any right or remedy under this Agreement will not waive or impair such right or remedy. No waiver given will require future or further waivers.

Entire Agreement. Any portion of this Agreement determined to be contrary to any controlling law, rule or regulation shall be revised or deleted and the remaining balance of this Agreement will remain in full force and effect. In the event of a conflict between the Proposal and this document, the Proposal shall prevail. This Agreement may be executed in one or more counterparts, each treated as the same binding agreement which shall be effective upon execution.