



Aircraft Technical Evaluation Agreement

Aircraft Make/Model: Gulfstream G550

Serial No.: 5017

Registration No.: N62MS



Dear Valued Customer,

Thank you for giving Pentastar Aviation, LLC ("Pentastar") the opportunity to help you evaluate a previously owned aircraft. Because the condition of the aircraft, engines, and equipment can form the basis of negotiations between a seller and a prospective buyer, we would like to explain the overall purpose and limitations of an Aircraft Technical Evaluation, discuss what the Aircraft Technical Evaluation will cover, and describe how we will handle certain aspects of the Aircraft Technical Evaluation process.

The purpose of an Aircraft Technical Evaluation is to provide interested parties with a "spot check" on the status and condition of selected items. Pentastar will act on the specific guidance of the prospective buyer as to the scope and detail of the desired evaluation, subject to agreement by the owner.

In order for Pentastar to perform an Aircraft Technical Evaluation, many things are necessary, which include, in part:

1. Evidence to Pentastar of the owner's authorization to deliver the aircraft to us and to permit us to inspect and operate the aircraft for the purpose of performing the Aircraft Technical Evaluation.
2. A clear understanding between the parties regarding the scope and detail of the desired evaluation, and the financial responsibility of the parties for both the scope of work and any corrective actions required as a result of the findings.

Please note, the Aircraft Technical Evaluation Agreement and all work performed will be governed by Pentastar's Aircraft Maintenance Quotation and Work Order Authorization Terms and Conditions.

We look forward to working with you.

Sincerely,

Pentastar Aviation, LLC



Aircraft Technical Evaluation Agreement

Owner and Buyer Information

Date: _____

Quote Number: _____

Aircraft Model _____

Serial Number: _____

Registration Number: _____

Owner Information

Buyer Information

Account Number: _____

Account Number: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____

Owner Contact Information
(Authorized Agent)

Buyer Contact Information
(Authorized Agent)

Account Number: _____

Account Number: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone Number: _____

Phone Number: _____

Email: _____

Email: _____



I. Scope; Financial Responsibility.

1.1 Additional tasks can be added to the Aircraft Technical Evaluation, subject to mutual agreement by the owner and prospective buyer. Maintenance required to correct discrepancies discovered as a result of the Aircraft Technical Evaluation must be approved by the owner.

1.2 The owner and prospective buyer shall each be financially responsible for the services they respectively approve or request Pentastar to perform. No services will be performed without the owner's consent.

1.3 Although the parties contemplate that some work to be performed by Pentastar will be paid by the perspective buyer, buyer must demonstrate to Pentastar that the owner has authorized all work, including that to be paid by the buyer, and that owner guarantees payment for all work and consents that Pentastar may retain custody of the aircraft until all bills are paid.

II. Recording Discrepancies.

A list of discrepancies discovered during the evaluation will be prepared and entered into a Work Order as part of the Aircraft Technical Evaluation. If a discrepancy is determined by Pentastar to create an UNAIRWORTHY condition, and neither the owner nor the prospective buyer choose to repair it, Pentastar will inform the owner and buyer in writing of the discrepancy and obtain signatures acknowledging Pentastar provided this information. Pentastar will make this notation in the Work Order. A definition of the term "Airworthy" can be found in FAA Advisory Circular 120-77.

III. Terms and Conditions; Limitations; Authorizations; Payment

3.1 Customer acknowledges and agrees that terms and conditions in the accompanying Attachments "A" and "B" are incorporated by reference and made a part of this Agreement.

3.2 An Aircraft Technical Evaluation is not intended to ensure overall airworthiness of the aircraft and will not result in a representation by Pentastar that the aircraft is airworthy. It will not satisfy the inspection requirements for continued airworthiness of the aircraft. The goal of an Aircraft Technical Evaluation is to provide the buyer with an overview and a "spot check" of areas requested by the prospective buyer.

3.3 An Aircraft Technical Evaluation includes only those items specifically identified on Pentastar's Quote. Unless otherwise specified in Pentastar's Quote, an Aircraft Technical



Evaluation does not include evaluation for all possible discrepancies, such as corrosion or structural damage.

3.4 Unless specifically requested, Pentastar will not perform a records search to verify that the registration is current or accurate, or that there are no encumbrances on the title.

3.5 Performance of an Aircraft Technical Evaluation cannot establish that the aircraft is without discrepancies or defects, or that there are no errors or omissions in the maintenance records.

3.6 Pentastar provides no warranty in connection with the Aircraft Technical Evaluation and does not represent or warrant that the aircraft is without defect or malfunction now or in the future.

3.7 Pentastar's evaluation of the aircraft does not constitute or provide: (i) any general approval of the condition or value of the aircraft; (ii) any representation as to the airworthiness of the aircraft; (iii) any warranty or guarantee concerning the aircraft, including but not limited to the items inspected; and (iv) any recommendation concerning any aircraft purchase, use, operation or investment.

3.8 Pentastar expressly disclaims any liability or responsibility whatsoever for undiscovered defects or any problems whatsoever with the aircraft, related articles or component parts.

3.9 The estimated timeframe for the quoted work scope will be as stated in this Agreement and the parties agree to the applicable timeframe for the Technical Evaluation to be completed.

3.10 The Aircraft Technical Evaluation will be accomplished at Pentastar's Waterford, Michigan facilities, unless otherwise agreed to by Buyer, Owner and Pentastar.

The undersigned agree and acknowledge that by executing this Agreement they have reviewed, understand and agree to its terms and conditions, including the Attachments hereto, and have authority to execute the Agreement.

Owner:

Buyer:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



Pentastar Aviation, LLC:

By: _____

Title: _____

Date: _____



Attachment A – Quotation

Pentastar Aviation LLC WOQ16-00065

Prepared for:
Mr. Steve Hanson

SFS, LLC
c/o Muchnick, Golieb & Golieb, [REDACTED]
200 Park Avenue South
Suite 1700
New York, New York 10003



Gulfstream G550, Serial No. 5017, N62MS

Brian J. Bridson
Estimator
Pentastar Aviation LLC
Phone [REDACTED]



3/30/2016

Quote #: WOQ16-00065
Revision: 1

Mr. Steve Hanson

SFS, LLC
c/o Muchnick, Golieb & Golieb, ■■■
200 Park Avenue South
Suite 1700
New York, New York 10003

A/C: G550
Serial #: 5017
Tail #: N62MS

Dear Mr. Hanson,

We are delighted to have this opportunity to submit for your review and consideration the following proposal for your Maintenance requirements.

All maintenance will be performed in accordance with current manufacturer recommendations and/or maintenance manual instructions. Please see attachment for itemized work scope, pricing and associated notations.

I. Requested Maintenance:			Accept	Decline
◆ Comply with 1A Inspections	Labor Only	7,417.50 USD	_____	_____
◆ Comply with 2A Inspections	Labor Only	10,580.00 USD	_____	_____
◆ Comply with 144 Month Inspection 144 Month items not quoted due to remaining hours: 262603, 262623, 151522, 274204	Labor Only	49,220.00 USD	_____	_____
◆ Comply with 48 Month Landing Gear CIC Inspections	Labor Only	17,250.00 USD	_____	_____
◆ Comply with Aircraft Records Research Pentastar Aviation will accomplish aircraft records research to include: Inventory of supplied Aircraft flight related Manuals and Cockpit Checklists. Review of supplied aircraft flight related manuals to verify currency of each. Verification of status of inspections as currently recommended by the manufacturer. Verification of status of Life-Limited parts, Airworthiness Directives, and Mandatory Service Bulletins. Review of supplied FAA Form 337s to verify associated ICAs are available and that required maintenance / inspections are being tracked. Review installed cabin and emergency equipment to verify that associated maintenance / inspections are being tracked. Review computerized maintenance tracking program to verify that it is tracking above required maintenance and inspections.	Labor Only	13,800.00 USD	_____	_____

I. Requested Maintenance:

Accept Decline

- ◆ Comply with Engine Borescope Inspection of Both Engines
 Labor Only 3,450.00 USD _____
 This procedure provides inspection procedures and approved limits to examine following internal engine components:
 Reference Gulfstream G550 Maintenance Manual Section 72-00-00
 High-pressure Compressor
 Combustion Section
 High-pressure Turbine
 Low-pressure Turbine

- ◆ APU - Comply with CMP 292301 - Compressor and Turbine Section - Rotation Check and / or Borescope Inspection
 Labor Only 920.00 USD _____

Estimated Total 102,637.50 USD

II. Maintenance Downtime:

- ◆ 15 Business Days Downtime

III. Additional Terms:

- ◆ All work performed under this quote shall be subject to Pentastar Aviation, LLC Terms and Conditions, which are incorporated herein by this reference. Any exceptions are noted below:
 1. The timeframe for quoted work scope is April 2016
 2. Corrective action for discrepancies generated from quoted work scope will be billed at a rate of \$115.00 per hour.
 3. Pricing includes associated/related codes and standard access to comply with these codes.
 4. Quoted parts pricing may be subject to changes in supplier pricing. Pentastar Aviation will do our best to communicate with our suppliers and monitor changes in supplier pricing. It is our desire to make sure our customers have favorable and accurate pricing in all quotes presented.
 5. Identified parts and services noted in the proposal are estimates only and are subject to pricing changes from our vendors and suppliers. Other parts and services may be required that cannot be identified at this time.
 6. The above work scope will be accomplished at our Waterford, MI facility.

IV. Payment Terms:

- ◆ Unless otherwise stated, payment terms are dictated and defined in the Pentastar Aviation, LLC Aircraft Maintenance Quotation and Work Order Terms and Conditions.

Pre-arrival Deposit: 102,637.50 USD Due Upon Acceptance of the Quote

Pre-departure Payment: TBD USD Minimum Payment Required
 This amount represents the minimum payment required before aircraft departure. The actual amount owed will be determined by credit limits, payment terms and the work order total price.

This quotation expires 30 days from the date of the quote. Availability of input dates will be subject to prior scheduling. Specific input dates and associated downtime will not be reserved without receipt of our signed quote.

We encourage you to sign and date this quote and return it to our attention at your earliest convenience. Your signature indicates you understand and agree to our Terms and Conditions. Acknowledgement of your acceptance and the approved scheduling of the input date will be confirmed by Pentastar's signature with a copy returned to you.

Submitted By:
 Brian Bridson
 Maintenance and Avionics Estimator
 Pentastar Aviation LLC
 Phone [REDACTED]

Accepted By:

Signature: _____

Title: _____

Date: _____

Purchase Order #: _____

Proposed Inout Date: _____

Aircraft Operated Under FAR Part

- 91.409(f)(1) 135.411(a)(1)
- 91.409(f)(2) 135.411(a)(2)
- 91.409(f)(3) 135.409
- 91.409(f)(4)

Approved By:

Signature: _____

Pentastar Aviation, LLC

Title: _____

Date: _____

Make Checks Payable to:

Pentastar Aviation, LLC
7310 Highland Road
Waterford, MI 48327

Wire Transfer Information:

Pentastar Aviation, LLC
Comerica Bank, Detroit, MI
Account #: 6816251901
ABA #: 072000096

Squawk: 1 Comply with 1A Inspections

- 2.1.1 COMPLY WITH CMP 121400 - AIR TURBINE STARTER OIL - CHANGE
- 2.1.2 COMPLY WITH CMP 121401 - AIR TURBINE STARTER OIL - CHANGE
- 2.1.3 COMPLY WITH CMP 242111 - DETAILED INSP, LEFT INTERGRATED DRIVE GENERATOR
- 2.1.4 COMPLY WITH CMP 242112 - DETAILED INSP, RIGHT INTERGRATED DRIVE GENERATOR
- 2.1.5 COMPLY WITH CMP 242115 - SERVICING, LEFT INTERGRATED DRIVE GENERATOR
- 2.1.6 COMPLY WITH CMP 242116 - SERVICING, RIGHT INTERGRATED DRIVE GENERATOR
- 2.1.7 COMPLY WITH CMP 256282 - DETAILED INSP, PERSONAL BREATHING EQUIPMENT
- 2.1.8 COMPLY WITH CMP 275019 - LUBE, LEFT FLAP ACTUATOR TRAVEL NUT
- 2.1.9 COMPLY WITH CMP 275020 - LUBE, RIGHT FLAP ACTUATOR TRAVEL NUT
- 2.1.10 COMPLY WITH CMP 281407 - OPS TEST, LEFT WATER FUEL DRAIN VALVE
- 2.1.11 COMPLY WITH CMP 281408 - OPS TEST, RIGHT WATER FUEL DRAIN VALVE
- 2.1.12 COMPLY WITH CMP 291501 - OPS TEST LEFT HYD SYS SHUT-OFF VALVES
- 2.1.13 COMPLY WITH CMP 291502 - OPS TEST RIGHT HYD SYS SHUT-OFF VALVES
- 2.1.14 COMPLY WITH CMP 304105 - DETAILED INSP, LEFT WINDSHIELD SURFACE SEAL
- 2.1.15 COMPLY WITH CMP 304106 - DETAILED INSP, RIGHT WINDSHIELD SURFACE SEAL
- 2.1.16 COMPLY WITH CMP 315001 - OPS TEST, CENTRAL WARNING SYSTEMS (INC AUDIO)
- 2.1.17 COMPLY WITH CMP 321801 - LUBE, LEFT MAIN LANDING GEAR DOOR HINGES
- 2.1.18 COMPLY WITH CMP 321802 - LUBE, RIGHT MAIN LANDING GEAR DOOR HINGES
- 2.1.19 COMPLY WITH CMP 321803 - ZONAL INSP, LEFT MAIN GEAR/DOORS
- 2.1.20 COMPLY WITH CMP 321804 - ZONAL INSP, RIGHT MAIN GEAR/DOORS
- 2.1.21 COMPLY WITH CMP 322801 - LUBE, NOSE LANDING GEAR DOOR HINGES
- 2.1.22 COMPLY WITH CMP 322802 - ZONAL INSP, NOSE GEAR/DOORS
- 2.1.23 COMPLY WITH CMP 324305 - DETAILED INSP, #1 BRAKE WEAR INDICATOR
- 2.1.24 COMPLY WITH CMP 324306 - DETAILED INSP, #2 BRAKE WEAR INDICATOR
- 2.1.25 COMPLY WITH CMP 324307 - DETAILED INSP, #3 BRAKE WEAR INDICATOR
- 2.1.26 COMPLY WITH CMP 324308 - DETAILED INSP, #4 BRAKE WEAR INDICATOR
- 2.1.27 COMPLY WITH CMP 325201 - LUBE, NOSE WHEEL STEERING UNIT
- 2.1.28 COMPLY WITH CMP 325202 - LUBE, NOSE WHEEL STEERING COLLAR ASSY/SLAVE GEAR
- 2.1.29 COMPLY WITH CMP 334050 - DETAILED INSP, NAV LIGHT LENS
- 2.1.30 COMPLY WITH CMP 531012 - DETAILED INSP, EXTERIOR RADOME FAIRING INSTALLATION
- 2.1.31 COMPLY WITH CMP 531014 - DETAILED INSP, SAPPHIRE WINDOW INSTALLATION
- 2.1.32 COMPLY WITH CMP 531015 - ZONAL INSP, NOSE GEAR WHEEL WELL FS 44 - FS 119
- 2.1.33 COMPLY WITH CMP 531045 - ZONAL INSP, LEFT MAIN GEAR WHEEL WELLS FS 576 - FS 632
- 2.1.34 COMPLY WITH CMP 531046 - ZONAL INSP, RIGHT MAIN GEAR WHEEL WELLS FS 576 - FS 632
- 2.1.35 COMPLY WITH CMP 531047 - INSPECT - MAIN WHEEL WELL WIRING HARNESS
- 2.1.36 COMPLY WITH CMP 531048 - MAIN GEAR WHEEL WELL FS 576-632 (RIGHT) - ENHANCED ZONAL INSPECTION
- 2.1.37 COMPLY WITH CMP 534001 - BAGGAGE COMPARTMENT ELECTRONIC EQUIPMENT RACK FS689 - FS698 - ZONAL INSPECTION
- 2.1.38 COMPLY WITH CMP 723101 - DETAILED INSP, LEFT LP COMP FAN BLADES
- 2.1.39 COMPLY WITH CMP 723102 - DETAILED INSP, RIGHT LP COMP FAN BLADES
- 2.1.40 COMPLY WITH CMP 723103 - DETAILED INSP, LEFT LP COMP ANNULUS FILLERS
- 2.1.41 COMPLY WITH CMP 723104 - DETAILED INSP, RIGHT LP COMP ANNULUS FILLERS
- 2.1.42 COMPLY WITH CMP 790011 - DETAILED INSP, LEFT ENGINE MAGNETIC CHIP DETECTOR
- 2.1.43 COMPLY WITH CMP 790012 - DETAILED INSP, RIGHT ENGINE MAGNETIC CHIP DETECTOR
- 2.1.44 COMPLY WITH CMP 793001 - DETAILED INSP, LEFT ENGINE OIL FILTER DPI
- 2.1.45 COMPLY WITH CMP 793002 - DETAILED INSP, RIGHT ENGINE OIL FILTER DPI

Squawk: 2 Comply with 2A Inspections

- 2.2.1 COMPLY WITH CMP 271110 - OPS TEST, AILERON INTER-COLUMN LINKAGE DISCONNECT ASSEMBLIES
- 2.2.2 COMPLY WITH CMP 271303 - OPS CHECK, LEFT AILERON HARDOVER PREVENTION SYSTEM
- 2.2.3 COMPLY WITH CMP 271304 - OPS CHECK, RIGHT AILERON HARDOVER PREVENTION SYSTEM
- 2.2.4 COMPLY WITH CMP 272004 - LUBE, RUDDER TORQUE TUBE BEARING
- 2.2.5 COMPLY WITH CMP 272301 - OPS TEST, RUDDER HARDOVER PREVENTION SYSTEM
- 2.2.6 COMPLY WITH CMP 273113 - OPS TEST, ELEVATOR INTER-COLUMN LINKAGE DISCONNECT ASSEMBLY
- 2.2.7 COMPLY WITH CMP 273405 - OPS TEST, ELEVATOR HARDOVER PREVENTION SYSTEM
- 2.2.8 COMPLY WITH CMP 274106 - OPS TEST, EMERGENCY HORIZONTAL STAB (BACK-UP MODE)
- 2.2.9 COMPLY WITH CMP 276201 - OPS TEST, LEFT GROUND SPOILER AUTO DEPLOY REJECTED TAKEOFF MODE
- 2.2.10 COMPLY WITH CMP 276202 - OPS TEST, RIGHT GROUND SPOILER MANUAL RETRACT MODE
- 2.2.11 COMPLY WITH CMP 711003 - DETAILED INSP, LEFT INLET COWL AERODYNAMIC SURFACES
- 2.2.12 COMPLY WITH CMP 711004 - DETAILED INSP, RIGHT INLET COWL AERODYNAMIC SURFACES
- 2.2.13 COMPLY WITH CMP 711005 - DETAILED INSP, LEFT INLET COWL FASTENERS AND ATTACHMENT FEATURES
- 2.2.14 COMPLY WITH CMP 711006 - DETAILED INSP, RIGHT INLET COWL FASTENERS AND ATTACHMENT FEATURES
- 2.2.15 COMPLY WITH CMP 711007 - DETAILED INSP, LEFT INLET COWL REAR BULKHEAD
- 2.2.16 COMPLY WITH CMP 711008 - DETAILED INSP, RIGHT INLET COWL REAR BULKHEAD
- 2.2.17 COMPLY WITH CMP 711015 - DETAILED INSP, LEFT FIXED COWL
- 2.2.18 COMPLY WITH CMP 711016 - DETAILED INSP, RIGHT FIXED COWL
- 2.2.19 COMPLY WITH CMP 711315 - ZONAL INSP, LEFT POWERPLANT AND NACELLE DOORS INTERNAL
- 2.2.20 COMPLY WITH CMP 711316 - ZONAL INSP, RIGHT POWERPLANT AND NACELLE DOORS INTERNAL
- 2.2.21 COMPLY WITH CMP 717007 - DETAILED INSP, LEFT ENGINE DRAINS SYSTEMS
- 2.2.22 COMPLY WITH CMP 717008 - DETAILED INSP, RIGHT ENGINE DRAINS SYSTEMS
- 2.2.23 COMPLY WITH CMP 723109 - DETAILED INSP, LEFT LP COMP INLET CONE
- 2.2.24 COMPLY WITH CMP 723110 - DETAILED INSP, RIGHT LP COMP INLET CONE
- 2.2.25 COMPLY WITH CMP 723401 - DETAILED INSP, LEFT LP COMP FAN TRACK/COLD STREAM DUCT
- 2.2.26 COMPLY WITH CMP 723402 - DETAILED INSP, RIGHT LP COMP FAN TRACK/COLD STREAM DUCT
- 2.2.27 COMPLY WITH CMP 727103 - BYPASS DUCT INTERNAL (LEFT) - ZONAL INSPECTION
- 2.2.28 COMPLY WITH CMP 727104 - BYPASS DUCT INTERNAL (RIGHT) - ZONAL INSPECTION
- 2.2.29 COMPLY WITH CMP 780005 - ZONAL INSP, LEFT THRUST REVERSER/ EXHAUST INTERNAL
- 2.2.30 COMPLY WITH CMP 780006 - ZONAL INSP, RIGHT THRUST REVERSER/ EXHAUST INTERNAL
- 2.2.31 COMPLY WITH CMP 783009 - DETAILED INSP, LEFT THRUST REVERSER FRONT FACE OF TORSION BOX FRONT FRAME
- 2.2.32 COMPLY WITH CMP 783010 - DETAILED INSP, RIGHT THRUST REVERSER FRONT FACE OF TORSION BOX FRONT FRAME

2.2.33	COMPLY WITH CMP 792101 - DETAILED INSP, LEFT OIL PRESSURE FILTER
2.2.34	COMPLY WITH CMP 792102 - DETAILED INSP, RIGHT OIL PRESSURE FILTER
2.2.35	COMPLY WITH CMP 801011 - DETAILED INSP, LEFT AIR TURBINE STARTER MAGNETIC CHIP COLLECTOR
2.2.36	COMPLY WITH CMP 801012 - DETAILED INSP, RIGHT AIR TURBINE STARTER MAGNETIC CHIP COLLECTOR
Squawk: 3	Comply with 144 Month Inspection
2.3.2	COMPLY WITH CMP 523201 - BAGGAGE COMPARTMENT DOOR INTERNAL STRUCTURE - DETAILED INSPECTION
2.3.3	COMPLY WITH CMP 524001 - TAIL COMPARTMENT DOOR - ZONAL INSPECTION
2.3.4	COMPLY WITH CMP 525002 - AUXILIARY PRESSURE BULKHEAD DOOR - ZONAL INSPECTION
2.3.5	COMPLY WITH CMP 531300 - LONGERON INSTALLATION L/R BL12 FS119 - FS145 - DETAILED INSPECTION
2.3.6	COMPLY WITH CMP 531305 - LONGERON INSTALLATION L/R BL12 FS119 - FS145 - DETAILED INSPECTION
2.3.7	COMPLY WITH CMP 532105 - CABIN INTERNAL STRUCTURE HEADLINER REMOVED ALL PENETRATIONS - DETAILED INSPECTION
2.3.8	COMPLY WITH CMP 532110 - BELOW EMERGENCY EXITS - DETAILED INSPECTION
2.3.9	COMPLY WITH CMP 532115 - BAGGAGE DOOR SURROUND STRUCTURE - DETAILED INSPECTION
2.3.10	COMPLY WITH CMP 532610 - TRAFFIC ALERT AND COLLISION AVOIDANCE SYSTEM ANETNNA SPACER - DETAILED INSPECTION
2.3.11	COMPLY WITH CMP 533410 - TORQUE BOX INSTALLATION / CONNECTIONS - DETAILED INSPECTION
2.3.12	COMPLY WITH CMP 533610 - FORWARD ENGINE MOUNTS INSTALLATION FS758 - DETAILED INSPECTION
2.3.13	COMPLY WITH CMP 551014 - HORIZONTAL STABILIZER HINGE AND ACTUATOR FITTING - DETAILED INSPECTION
2.3.14	COMPLY WITH CMP 552001 - ELEVATOR EXTERNAL FOR DELAMINATION (LEFT) - DETAILED INSPECTION
2.3.15	COMPLY WITH CMP 552002 - ELEVATOR EXTERNAL FOR DELAMINATION (RIGHT) - DETAILED INSPECTION
2.3.16	COMPLY WITH CMP 552005 - ELEVATOR HINGE (LEFT) - DETAILED INSPECTION
2.3.17	COMPLY WITH CMP 552006 - ELEVATOR HINGE (RIGHT) - DETAILED INSPECTION
2.3.18	COMPLY WITH CMP 554005 - RUDDER EXTERNAL FOR DELAMINATION - DETAILED INSPECTION
2.3.19	COMPLY WITH CMP 554010 - RUDDER ASSEMBLY FRONT BEAM INTERNAL - DETAILED INSPECTION
2.3.20	COMPLY WITH CMP 575601 - TRAILING EDGE FLIGHT CONTROL ATTACH HINGE / SUPPORT FITTINGS (LEFT) - DETAILED INSPECTION
2.3.21	COMPLY WITH CMP 575602 - TRAILING EDGE FLIGHT CONTROL ATTACH HINGE / SUPPORT FITTINGS (RIGHT) - DETAILED INSPECTION
2.3.22	COMPLY WITH CMP 576005 - AILERON BALLAST WEIGHTS (LEFT) - DETAILED INSPECTION
2.3.23	COMPLY WITH CMP 576006 - AILERON BALLAST WEIGHTS (RIGHT) - DETAILED INSPECTION
2.3.24	COMPLY WITH CMP 576010 - AILERON TAB / SPOILERS EXTERNAL FOR DELAMINATION - DETAILED INSPECTION
2.3.25	COMPLY WITH CMP 711310 - POWERPLANT NOSE COWLS INTERNAL (LEFT) - ZONAL INSPECTION
2.3.26	COMPLY WITH CMP 711311 - POWERPLANT NOSE COWLS INTERNAL (RIGHT) - ZONAL INSPECTION
Squawk: 4	Comply with 48 Month Landing Gear CIC Inspections
2.4.1	COMPLY WITH CMP 321003 - DETAILED CORROSION INSPECT - LEFT MAIN LANDING GEAR COMPONENTS
2.4.2	COMPLY WITH CMP 321004 - DETAILED CORROSION INSPECT - RIGHT MAIN LANDING GEAR COMPONENTS
2.4.3	COMPLY WITH CMP 322003 - DETAILED CORROSION INSPECT - NOSE LANDING GEAR COMPONENTS

**ATTACHMENT B - PENTASTAR AVIATION, LLC
AIRCRAFT MAINTENANCE QUOTATION AND WORK ORDER TERMS AND CONDITIONS**

1. DEFINITIONS.

- 1.1. "Agreement" means the Aircraft Maintenance Quotation and Work Order Terms and Conditions and the associated Work Order(s) and/or Quotation(s).
- 1.2. "Aircraft" means the aircraft that is the subject of the Quotation and/or Work Order.
- 1.3. "Change Order" means a written agreement between the Parties to change any of the terms of the Agreement.
- 1.4. "Customer" means the person to whom the Quotation and/or Work Order is issued.
- 1.5. A "Discrepancy" is a matter discovered during the performance of the Work that requires service.
- 1.6. "Downtime" is the time required to accomplish the Work, which begins with the delivery of the Aircraft to Pentastar and ends upon delivery of the Aircraft to the Customer, and shall be estimated at the time of Customer acceptance of the Quotation or Work Order, based on Customer requested in/out dates and other work previously scheduled by Pentastar.
- 1.7. "Initial Deposit" means 50% of the quoted Work that is due upon signing of the Quotation; one-half of the Initial Deposit shall be non-refundable.
- 1.8. "Party" or "Parties" means Pentastar and/or Customer.
- 1.9. "Pentastar" means Pentastar Aviation, LLC, a Michigan limited liability company, whose principal office is located at 7310 Highland Rd., Waterford, Michigan 48327.
- 1.10. "Quotation" means the written proposal and estimate provided by Pentastar to Customer for the provision of parts, labor, and/or services for the Aircraft.
- 1.11. "Technical Services" means any technical evaluations or technical oversight services provided by Pentastar that are or may be part of a Quotation, a Work Order, or the Work.
- 1.12. "Vendor" means a third party providing parts, labor, or any other goods, products, services, or materials, as may be necessary or appropriate to perform the Work on the Aircraft.
- 1.13. "Work" means any and all work performed pursuant to a Work Order, as such may be amended in accordance with these Terms and Conditions.
- 1.14. "Work Order" means the final written statement of what parts, labor, and/or services will be provided by Pentastar for the Aircraft, as such may be amended in accordance with these Terms and Conditions.

2. PERFORMANCE OF THE WORK. Pentastar shall perform the Work on the Aircraft pursuant to this Agreement. Customer shall pay Pentastar for performance of the Work pursuant to this Agreement.

3. ACCEPTANCE OF DELIVERY. Upon completion of the Work, Pentastar will deliver the Aircraft to Customer for acceptance at Oakland County International Airport, Waterford, Michigan, unless otherwise agreed to in writing. Customer shall make an appropriate inspection of the Work. Upon Pentastar's correction of any defects in the Work, Customer shall accept the Aircraft.

4. ENTIRE AGREEMENT.

- 4.1. This Agreement constitutes the entire agreement between Pentastar and Customer as to Work to be performed on the Aircraft.
- 4.2. Unless otherwise noted herein, this Agreement supersedes all prior written or oral agreements with respect to Work to be performed the Aircraft.
- 4.3. Customer acknowledges and agrees that if Customer issues a purchase order, none of its terms or conditions shall modify, add to or supersede the terms of this Agreement.
- 4.4. The failure of Pentastar to object to terms contained in any communication from Customer shall not be deemed an acceptance of such terms or a waiver of any of the terms set forth in this Agreement.

5. CHANGE ORDER. This Agreement may be changed only by a Change Order. Any such Change Order shall include a reasonable adjustment in price and completion date or a statement that no change in price or completion date is necessary. In the event additional Work is required due to (a) a condition of the Aircraft that is unknown or unanticipated at the time of issuance of the Work Order, or (b) a requested correction of a Discrepancy, the Parties agree that the price and completion date will be adjusted to account for such condition or Discrepancy, and will promptly execute a Change Order to reflect such adjustment if necessary. Modifications to a Customer-accepted Quotation or Work Order may result in amendment of estimated Downtime and/or additional cost. If a Customer representative is not available for approval of a Change Order, performance of the Work may stop, extending Downtime.

6. QUOTATIONS. Quotations are valid for 30 days from the issuance date. Unless otherwise specified, Quotations are priced as an entire package and if any part of a Quotation is rejected or modified, Pentastar reserves the right to consider the Quotation void and/or require a new or amended Quotation.

7. CANCELING OF QUOTATIONS OR WORK ORDERS. Upon Customer's acceptance of a Quotation or Work Order, Work may begin in advance of Aircraft arrival (such as engineering and/or procurement of the necessary parts and materials). In the event that the Customer cancels the Work, in addition to the non-refundable portion of the Initial Deposit, Customer shall be responsible for payment of labor expended, restocking fees, and any other costs incurred relative to the actions taken by Pentastar and its Vendor(s) toward accomplishment of the Work.

8. PARTS AND MATERIALS.

- 8.1. Any parts and materials used in completing the Work will be billed at Pentastar's current selling prices.
- 8.2. All Customer-supplied parts and equipment will be subject to handling and receiving inspection fees of 15% of list prices. Customer supplied parts and equipment must be accompanied by sufficient documentation to meet Pentastar's receiving inspection requirements.
- 8.3. Exchange or overhaul pricing for new or overhauled rotables assumes that the core exchange part has only normal wear. Customer is responsible for additional costs incurred if a core is determined, by the Vendor, to have excessive wear or damage or is determined to be beyond economical repair.
- 8.4. The prices for parts, materials, and any Vendor overhaul/recertification costs associated with the Work are estimated and are subject to price changes and availability. Final invoicing will reflect actual parts and materials used, to include any Vendor fees.

9. ON-SITE MAINTENANCE LABOR. Unless otherwise agreed to by the Parties, the labor component for any proposed Work and pricing is based on all work being performed at Pentastar's PTK facility at straight time labor rates in effect at the time of service.

10. OFF-SITE MAINTENANCE LABOR. For any off-site work arranged (on a limited basis) to meet Customer's specific needs, Customer will be billed a minimum of eight hours labor per day per employee. Labor rates for off-site work shall be the applicable overtime labor rate in effect at the time. Travel and other out of pocket expenses incurred by Pentastar employees will be billed to Customer at actual cost.

11. ADMINISTRATIVE LABOR. Administrative labor expended by Pentastar personnel to aid Customer with any warranty/purchased service contract issues, and generation of update information for the Customer's maintenance tracking program for the installed engine's status of inspection, life limited parts status, time controlled parts status, will be billed at the administrative labor rate in effect at the time.

12. OVERTIME. Customer may request the use of overtime to expedite the return to service of the Aircraft. If requested by Customer and approved by Pentastar, overtime will be billed at the overtime rates in effect at the time.

13. TIME AND MATERIAL BASIS. Any task to be accomplished by Pentastar on a time and material basis, once approved, will be invoiced at the applicable labor rates in effect at the time.

14. ADDITIONAL FEES.

- 14.1. A fee will be added to all Customer invoices for miscellaneous materials and environmental regulations compliance equal to 3.5 % of the total Work Order labor charge not to exceed \$3,500.
- 14.2. An administrative fee of 3.5% will be added for all payments (except those made by wire transfer).
- 14.3. A \$150 fee will be added to the Customer's fuel ticket for defueling that is required for maintenance purposes.

15. VENDORS. Pentastar reserves the right to engage one or more Vendors in performing the Work. In the event Pentastar engages a Vendor to perform any of the Work, Pentastar may invoice Customer at the same time and under the same terms as are required by the Vendor.

16. PAYMENT TERMS.

- 16.1. Unless otherwise agreed to by the Parties on the face of the Quotation, payment for the Work shall occur as follows:
 - 16.1.1. The Initial Deposit is due upon Customer's execution of the Quotation;
 - 16.1.2. If the quoted duration of the Work is more than 30 days, then half-way through the quoted duration of the Work, a progress invoice will be issued for 50% of the remaining estimated balance, which is due upon receipt; and
 - 16.1.3. For Discrepancies that exceed the quoted Work by \$100,000 or more, or that extend the quoted duration of the Work by 30 days or more, a progress invoice will be issued for the full amount of such Discrepancies (parts and labor), which is due upon receipt; and
 - 16.1.4. The remaining balance shall be due upon completion of the Work and prior to departure of the Aircraft to the Customer.
- 16.2. One-half of the Initial Deposit shall be non-refundable.
- 16.3. All Quotations and Work Orders are priced in U.S. dollars, and all payments must be made in U.S. dollars by company or cashiers check drawn on a U.S. bank or by means of wire transfer. Other payment methods may be negotiated prior to the time of Customer acceptance of a Quotation or Work Order and may result in additional cost.
- 16.4. Pentastar Quotations and Work Orders are exclusive of the following:
 - 16.4.1. Any shipping/handling/expediting fees;
 - 16.4.2. Costs associated with any required fuel and/or flight crew needs for ground runs and/or operational flight checks/test flights;
 - 16.4.3. Any applicable federal, state, local or excise taxes; and
 - 16.4.4. Costs associated with the performance of any required hidden damage inspection (FAR 145.211(c)(1)(iii)).
- 16.5. A late payment charge equal to one and one half percent (1.5%) of each late payment hereunder may be charged on any payment not received by Pentastar within 20 calendar days after the payment due date.
- 16.6. In the event of a default that requires third-party intervention to collect, Customer agrees to pay all of Pentastar's costs of collection, including out-of-pocket expenses and reasonable attorney fees, regardless of whether a formal court proceeding is filed.

17. CREDIT.

- 17.1. Establishment of credit and credit limits are at the sole discretion of Pentastar and must be established prior to commencement of any Work. Any established credit shall be specific to the applicable Work Order.
- 17.2. Credit may not be used towards the Initial Deposit.

- 17.3. With properly established credit, invoiced amounts within Customer's available credit limit shall be due 25 days from Pentastar's transmission of an invoice to Customer.
- 17.4. All invoiced amounts in excess of the Customer's available credit limit shall be due upon receipt of invoice and prior to delivery of the Aircraft to the Customer.
18. **WORK COMPLIANCE FORMS.** The Customer is responsible for supplying current work compliance forms (such as CMP, CAMP, etc.) for the Work. If necessary, card packages can be generated by Pentastar. Labor for this task will be billed at the on-site maintenance labor rate in effect at the time.
19. **MODIFICATIONS.**
- 19.1. Quoted prices for Aircraft modifications include amendment of the Aircraft's empty weight and balance data only.
- 19.2. Amendment of basic operating weight data, loading schedules, etc., will be accomplished on a time and material basis if requested by the Customer.
- 19.3. Quotations for Aircraft modifications assume that the Customer has properly represented the current configuration of the Aircraft. Customer is responsible for supplying the following data (as needed) in current form:
- 19.3.1. Electrical load analysis data;
- 19.3.2. Floor loading data;
- 19.3.3. Weight and balance data;
- 19.3.4. Outfitting wiring diagrams that reflect all subsequent modifications;
- 19.3.5. Current Aircraft flight manual with all required supplements; and
- 19.3.6. Current Aircraft maintenance status report (CAMP, CMP, etc.).
- 19.4. Additional labor expended due to Customer's inaccurate representation of the Aircraft or lack of current Aircraft-specific data will be billed at the applicable on-site maintenance labor rate in effect at the time. In addition, the Aircraft must have the available space, structure, and electrical power to facilitate the modification.
- 19.5. Pentastar may not perform a modification that would cause the Aircraft to exhibit abnormal radio magnetic or radio static interference not in accordance with established industry guidelines.
20. **WORK PERFORMANCE STANDARDS.** Work performed hereunder shall be in compliance with all applicable standards and regulations promulgated by the United States Federal Aviation Administration (the "FAA"). All forms and recordkeeping required by the FAA shall be properly completed and filed or maintained by either party as required on or prior to completion of the Work. Customer shall bear responsibility for filing and maintaining records and forms Pentastar furnishes to it.
21. **AIRWORTHINESS DIRECTIVES.** Only those Airworthiness Directives defined in the Quotation and/or Work Order and/or those requested by Customer during performance of the Work and reflected in a Change Order will be addressed. Airworthiness Directive compliance for the Aircraft, engines, propellers, and installed appliances remain the responsibility of the owner/operator as per FAR 91.403(a).
22. **LICENSE.** Pentastar shall be permitted to take photographs of the interior and exterior of the Aircraft, and Customer hereby grants Pentastar an irrevocable and fully paid-up license to use any such photographs in connection with Pentastar's marketing and advertising activities.
23. **TAXES.** Customer shall indemnify and hold Pentastar harmless from the payment or assessment of any tax, including any related penalties and attorney's fees, under the provisions of the Michigan Sales or Use Tax Acts or any similar state or local law at the place of delivery or ultimate use of the Aircraft, or any federal law, including all duties, tariffs, or other similar levies applicable to the sale, use, or transportation of the materials sold or Work performed under this Agreement. If Pentastar is required to collect any amount under this paragraph 23 and Customer has not furnished appropriate evidence of exemption, the amount thereof shall be stated separately and due and payable by Customer in addition to the price of the Work performed under this Agreement.
24. **INDEMNIFICATION.**
- 24.1. Customer shall defend, indemnify and hold harmless Pentastar, its parents, affiliates, officers, directors, subsidiaries, members, agents and employees from all liabilities, damages, penalties, actions, suits, costs, and claims, including reasonable attorney's fees and expenses imposed or incurred by or asserted against Pentastar because of ownership of the Aircraft, a condition affecting the Aircraft at or prior to the Aircraft's delivery to Pentastar, or the negligence or misconduct of Customer (or its parents, affiliates, officers, directors, subsidiaries, members, agents and employees).
- 24.2. In no event will any Party be responsible to another for incidental, special, or consequential damages (other than physical damage to any aircraft), or personal injury or death to any individual or third party liability of any Party (other than third party liability pursuant to contract). By accepting the Aircraft under paragraph 3, Customer acknowledges that no such loss or damage has occurred to Customer or the Aircraft during the Downtime, and that Pentastar's only remaining responsibility is the warranty under paragraph 27.
25. **LIMITATION OF LIABILITY.** Any claims arising hereunder will be barred and unenforceable unless the Party asserting it files an action on that claim within one (1) year after that Party knew or should have known of the grounds for such claim.
26. **TECHNICAL SERVICES; DISCLAIMER OF LIABILITY.** Any Technical Services (including a Technical Evaluation) provided by Pentastar shall not constitute or provide: (a) any sort of general approval of the condition or value of the Aircraft; (b) any representation regarding the airworthiness of the Aircraft; (c) any warranty or guarantee concerning the Aircraft, including, but not limited to, the items evaluated; or (d) any recommendation concerning any Aircraft purchase, use, operation, or investment. In connection with any technical evaluation, Pentastar expressly disclaims any liability or responsibility whatsoever for undiscovered defects or any problems whatsoever with the Aircraft, related articles, or component parts.
27. **WARRANTY.** Pentastar warrants for twelve (12) months after delivery of the Aircraft to the Customer (the "Warranty Period") that the work performed under this Agreement shall conform to the applicable specifications of the FAA and Pentastar and such work shall be free from defects in material and workmanship. This warranty shall not extend to any unit, instrument, component, accessory, or part manufactured by a person other than Pentastar. Pentastar shall use its commercially reasonable efforts to obtain commercially reasonable warranties from such person in favor of the Customer. Customer agrees that the Work is limited to those items that are specifically set forth in the Quotation or Work Order.
28. **REMEDY FOR BREACH OF WARRANTY.** The responsibility of Pentastar and the sole exclusive remedy of Customer for a breach of warranty under paragraph 27 is limited to the repair, correction, or replacement by Pentastar without charge of the defects in material or workmanship, provided the following conditions are met:
- 28.1. Customer must be in compliance with the Agreement, including payment obligations.
- 28.2. Customer must notify Pentastar in writing within the Warranty Period of a claim of breach of warranty.
- 28.3. Any defective material that is the subject of a claim of breach of warranty must be returned to or otherwise disposed of as directed by Pentastar within thirty (30) days after the notice of such breach.
- 28.4. Pentastar shall have the sole right to determine whether any material that is the subject of a claim for breach of warranty will be repaired or replaced and the manner in which such repair or replacement shall be made.
- 28.5. Customer shall maintain and make available to Pentastar records that show all maintenance performed on the material under warranty and establish the nature of any unsatisfactory condition.
- 28.6. Unless otherwise determined by Pentastar, in its sole discretion, all warranty work will be completed at Pentastar's PTK facility.
29. **TERMINATION OF WARRANTY.** The warranty under paragraph 27 will not apply if the material which is the subject of a claim for breach of warranty has been subjected to any of the following events:
- 29.1. Any maintenance, overhaul, installation, storage, or use which is improper or not in accordance with the FAA's, Pentastar's or the manufacturer's instructions.
- 29.2. Any alteration, modification, or repair by any person other than Pentastar or its authorized representatives or repair facilities.
- 29.3. Any accident that is the proximate cause of the defect, misuse, or negligence after delivery of the Aircraft to Customer.
30. **DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY PROVIDED IN PARAGRAPH 27, ALL WARRANTIES WITH RESPECT TO THE MATERIALS SOLD AND/OR THE WORK PERFORMED UNDER THIS AGREEMENT, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY AS TO VALUE, CONDITION, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED AND CUSTOMER TAKES SUCH ARTICLES AND WORK "AS IS" "WHERE IS." THE WARRANTY PROVIDED IN PARAGRAPH 27 COMPRISES PENTASTAR'S ENTIRE RESPONSIBILITY WITH RESPECT TO ANY FAILURE OR DEFECT TO THE EXCLUSION OF ALL OTHER LIABILITY IN TORT (WHETHER FOR NEGLIGENCE OR OTHERWISE) OR IN CONTRACT, INCLUDING ANY LIABILITY OF PENTASTAR FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF USE.**
31. **FORCE MAJEURE.** Pentastar shall not be in default hereunder or held liable for a delay in the completion of the Work when the failure or delay is due to an act of God, strike, lockout, fire, flood, war, riot, civil disturbance, government action, the inability after due and timely diligence to procure materials, accessories, equipment, or parts necessary to the completion of the work under this Agreement, or other event beyond Pentastar's reasonable control.
32. **TITLE.** Title to all materials which will be installed in the Aircraft under this Agreement, regardless of the manner of affixation or installation therein, shall not pass to the Customer or any other person until payment in full by Customer under this Agreement and delivery of the Aircraft to Customer following completion of the Work.
33. **REPRESENTATIVES.** Customer and its designated representatives shall have reasonable access to Pentastar's facilities and the Aircraft during normal business hours during the Downtime. Customer and its designated representative shall observe Pentastar's regulations concerning employees and facilities. Pentastar will designate a person to liaise between Customer and its designated representative and Pentastar's maintenance staff in matters pertaining to the Work performed under this Agreement.
34. **ASSIGNMENT.** Pentastar shall have the right to assign all or any portion of its rights under this Agreement and/or delegate all or any portion of its duties or obligations under this Agreement to a third-party.
35. **GOVERNING LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Michigan, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Michigan. Any action hereunder shall be subject to the exclusive jurisdiction of state and federal courts sitting in Michigan. Customer irrevocably consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within the state court system of the State of Michigan; and (b) all courts of the United States District Courts sitting within the State of Michigan. Customer waives any defense of lack of personal jurisdiction and venue in these courts.
36. **HEADINGS.** The headings contained in this Agreement are inserted for convenience only, and shall not affect in any way the meaning or interpretation of any of the terms or conditions in this Agreement.