

## AIRCRAFT PURCHASE AGREEMENT

THIS AIRCRAFT PURCHASE AGREEMENT (this "Agreement") is entered into as of September \_\_\_\_, 2018, by and between JEJE, LLC, a U.S. Virgin Islands limited liability company, whose address is 6100 Red Hook Quarter, B3, St. Thomas, U.S. Virgin Islands ("Seller"), and DOMINUS AVIATION LTD, a Bermuda Limited Liability Company, whose address is One Lane Hill, East Broadway Hamilton HM19, Bermuda ("Purchaser").

### RECITATIONS:

Subject to the terms and conditions set forth in this Agreement, Seller desires to sell, transfer, and deliver to Purchaser, and Purchaser desires to purchase, one used 1988 Gulfstream G-IV aircraft, as more fully described in Exhibit F, bearing manufacturer's serial number 1085, and currently registered with the United States Federal Aviation Agency (the "FAA") as N120JE, together with said aircraft's two Rolls Royce Tay 611-8 engines bearing Serial Nos. 16291 and 16292 ("Engines") and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and Engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and Engines in Seller's possession (collectively, the "Aircraft").

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. Purchase Price; Payment. Seller agrees to sell, and Purchaser agrees to purchase, the Aircraft for a total purchase price of Three Million One Hundred Thousand U.S. Dollars (US \$3,100,000.00) (the "**Purchase Price**"), which shall be paid as follows:

(a) Upon execution of this Agreement, Purchaser shall place a deposit of Two Hundred Fifty Thousand U.S. Dollars (US \$250,000) (the "**Deposit**") in escrow with Insured Aircraft Title Services (the "**Escrow Agent**"), 21 E. Main Street, Suite 100, Oklahoma City, OK 73104, Attention: Joan Roberts, Reference: N120JE, subject to the terms of this Agreement. The balance of the Purchase Price is Two Million Eight Hundred Fifty Thousand U.S. Dollars (US \$2,850,000) (the "**Purchase Price Balance**"). The Purchase Price Balance shall be wire transferred to the Escrow Agent prior to the Closing. The Escrow Agent shall place both the Deposit and the Purchase Price Balance into the Special Escrow Account (as defined below) maintained with Escrow Agent for its disbursement to Seller at the Closing upon the satisfaction of the conditions and requirements set forth in this Agreement.

1.1 Establishment of Special Escrow Account. As soon as is practical following receipt of the wire transfer of the Deposit to the general escrow account of Escrow Agent maintained at Bank of America, with an address at, Oklahoma City, Oklahoma 73102, the Escrow Agent shall cause the Deposit to be transferred to, and maintained in, a special escrow account at said Bank created and maintained solely and exclusively for the purpose of this transaction (the "**Special Escrow Account**"); and Escrow Agent shall thereupon provide Seller and Purchaser with the number of the Special Escrow Account and any other information pertinent thereto. The Deposit and the Purchase Price Balance shall both be held in escrow by Escrow Agent in the Special Escrow Account and shall be payable to Purchaser or to the Seller as provided by and in accordance with the express provisions of this Agreement. Escrow Agent shall

not place or hold any funds in the Special Escrow Account except for the funds received in connection with the transactions contemplated by this Agreement.

2. Condition of the Aircraft. At the time Seller's delivers the Aircraft at the Closing, the Aircraft will be delivered to Purchaser: (a) with good and marketable title, free and clear of all liens and encumbrances, (b) with all paperwork necessary to deregister the Aircraft for export to Bermuda at closing, (c) with all engine, APU, and other enrolled programs fully paid up through the date of Closing, (d) current, as of Closing on the manufacturer's recommended inspection and maintenance programs with all hourly, cycle and calendar inspections required under such program complied with without deferral, (e) ) in an airworthy condition with a valid FAA standard airworthiness certificate, (f) in compliance with the mandatory portions of all FAA airworthiness directives and mandatory service bulletins that have been issued with respect to the Aircraft with due dates on or prior to Closing, (g) with complete and continuous log books and maintenance records, (h) with all components and systems in normal working order (i) with no damage history or material corrosion, and (j) conforming to the specifications detailed in Exhibit F. For purposes hereof, "Normal Working Order" shall mean a condition which (i) is consistent with the specifications, limitations and requirements of the maintenance and/or operations manual applicable to the unit, (ii) is good, but not necessarily perfect, it being understood and agreed that normal wear and tear, including any blemishes in the cosmetic appearance of the interior, which does not materially impair performance of the unit shall be acceptable, and (iii) does not require a modification to the normal life limitation, overhaul or inspection interval of the unit. Collectively the conditions in this Section 2 are the "**Delivery Conditions**". Under no circumstance will Section 2 (a) - (g) be waived as Delivery Conditions.

3. Pre-Purchase Inspection.

(a) Purchaser, or its agent, shall have a right to perform an inspection of the Aircraft in accordance with this Section 3 ("**Pre-Purchase Inspection**") at the facility of Gulfstream Aerospace, located in Westfield, Massachusetts (the "**Inspection Facility**"). Reasonably promptly following the execution of this Agreement Seller shall position the Aircraft to the Inspection Facility

(b) The Pre-Purchase Inspection will be performed on behalf of Purchaser and at Purchaser's cost and expense in order to confirm that the Aircraft conforms to the Delivery Condition as provided in Section 2 of this Agreement.

(c) Purchaser shall cause the Pre-Purchase Inspection to be commenced at the Inspection Facility as soon as is reasonably practicable after Seller has positioned the Aircraft to the Inspection Facility, and will endeavor to cause it to commence on or about October 1, 2018 subject to slot availability.

(d) The scope and duration of the Pre-Purchase Inspection shall be as provided on Exhibit A hereto, incorporated by this reference as if fully provided herein.

(e) As part of its Pre-Purchase Inspection, Purchaser shall be entitled, at its cost, to conduct a flight test at conclusion of the Pre-Purchase Inspection to be flown by the Seller's pilots with up to three (3) representatives of Purchaser accompanying the flight, including, without limitation, a qualified co-pilot for the flight test. All procedures to be adopted during such

flight test, including, without limitation, procedures ordinarily utilized in connection with Gulfstream ARCS flight tests, shall be as requested by the Inspection Facility or Purchaser and agreed to by Seller prior to the commencement of such flight test or, if arising out of a condition or circumstance occurring during said flight test, as may be requested by the Inspection Facility or Purchaser and agreed to by Seller during said flight test, subject, however, at all times to the discretion of the Seller's pilot who shall have absolute operational discretion and control over the Aircraft. If an additional flight test is required at the conclusion of the rectification of any agreed Discrepancies, the cost of the test flight shall be borne by Seller.

(f) Purchaser shall, in its sole discretion, accept or reject the Aircraft by not later than two (2) business days following the completion of the Pre-Purchase Inspection and the receipt of a written inspection report from the Inspection Facility (the "Inspection Report"), copies of which shall be made available to the Seller. Any difference, discrepancy or defect in the Aircraft from any of the Delivery Condition requirements in Section 2 hereof is referred to in this Agreement as a "**Discrepancy**". The Inspection Report shall note thereon each Discrepancy, if any, found during the Pre-Purchase Inspection (including, without limitation, during the test flight), noting if it is of an Airworthy nature, and include written estimates of the costs to repair each Discrepancy so noted. At Purchaser's discretion, Purchaser shall either [1] accept the Aircraft in its "as-is", "where-is" and "with all faults" condition [2] accept the condition of the Aircraft subject to Seller's rectification of any listed Discrepancies that prevent the Aircraft from conforming with the Delivery Conditions that are of an airworthy nature ("**Airworthiness Discrepancies**"), and any Discrepancies that are not of an airworthy nature up to a cap of \$100,000 ("**Non Airworthiness Discrepancies**"), or reject the Aircraft. Purchaser's acceptance shall be evidenced by Purchaser's issuance to Seller of a Certificate of Technical Acceptance in the form of Exhibit B attached hereto (the "**Certificate of Technical Acceptance**"). If Purchaser in its discretion elects not to proceed with the purchase of the Aircraft, Purchaser shall deliver to Seller written notice of Purchaser's termination of this Agreement in the form of Exhibit C hereof (a "**Termination Notice**").

(g) If Purchaser has issued a Termination Notice in accordance with Section 3(f), Escrow Agent shall refund to the Purchaser the Deposit and, if already received, the Purchase Price Balance, whereupon all further obligations of Seller and Purchaser pursuant to this Agreement shall cease.

(h) If Purchaser accepts the Aircraft "as is", as evidenced by Purchaser's execution and delivery of the Certificate of Technical Acceptance to Seller, if not already transferred, the Deposit shall become nonrefundable, provided that there is no breach of this Agreement by Seller requiring the return of the Deposit to Purchaser, and the parties shall proceed with Closing and Delivery in accordance with Paragraph 5b

(i) If Purchaser accepts the Aircraft subject to rectification of the Airworthiness Discrepancies and Non-Airworthiness Discrepancies and Seller agrees to perform their rectifications then Purchaser's Deposit shall be become non-refundable, subject, however, to the requirement that it be refunded solely in the event of a breach of this Agreement by Seller. If Seller refuses to correct the Airworthiness Discrepancies and Non-Airworthiness Discrepancies that prevent the Aircraft from meeting the Delivery Conditions, then Seller shall reimburse Purchaser for the actual costs paid by Purchaser to the Inspection Facility for its Pre-Purchase Inspection, the scope of which is disclosed on Exhibit A hereto together with the cost of the flight test, any follow-on inspections required by the findings of the Pre-Purchase Inspection, such other

inspections mutually agreed to by Purchaser and Seller and paid to the Inspection Facility, and Escrow Agent shall return the Deposit whereupon this Agreement shall terminate and neither party shall have any further obligation to the other hereunder.

4. International Registry. At least one (1) day prior to the Closing, Seller and Purchaser each, at its own expense, shall have obtained approval on the International Registry at <https://www.internationalregistry.aero> to be a Transacting User Entity and such approvals shall be a condition precedent to the Closing. Prior to the Closing, Seller and Purchaser shall each designate Escrow Agent as Seller's and Purchaser's Professional User Entity for purposes of requesting and providing consent to the registration of a searchable Contract of Sale (Bill of Sale) evidencing the transfer of title to the Aircraft from Seller to Purchaser.

5. Closing and Delivery.

(a) Purchaser and Seller agree that all transactions or acts associated with the delivery of the Aircraft and its transfer to the Seller hereunder shall be deemed to occur simultaneously as one continuous act all of which shall be considered "**Closing**."

(b) The Closing of the transaction contemplated by this Agreement and the delivery of the Aircraft to Purchaser shall take place at Wilmington, Delaware or at such other place as the parties may subsequently agree upon in writing (the "**Closing Place**"), no later than five (5) business days from Purchaser's delivery to Seller of the Certificate of Technical Acceptance and Seller's rectification of any Airworthiness Discrepancies and Non-Airworthiness Discrepancies that prevent the Aircraft from conforming with the Delivery Conditions and reinstallation of the Engines, unless the parties hereto shall mutually agree in writing to close either with Loaner Engines or on a later closing date (the "**Closing Date**"). Seller and Purchaser hereby acknowledge that the passing of title, possession and delivery of the Aircraft shall take place within the state in which the Closing Place is located.

(c) Prior to the Closing, the following deliveries shall be made to the Escrow Agent by the responsible party indicated:

(i) At least two (2) days prior to the Closing Date, Seller shall deliver the following to Escrow Agent:

(A) A Warranty Bill of Sale in the form attached hereto as Exhibit D transferring title to the Aircraft to Purchaser duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "**Warranty Bill of Sale**");

(B) An FAA Bill of Sale for the Aircraft duly executed by an officer or manager of Seller, with his or her title shown, but undated (the "**FAA Bill of Sale**");

(C) All paperwork necessary to deregister the Aircraft for export to Bermuda at closing, including, without limitation, an irrevocable request to deregister the Aircraft with the FAA Civil Aviation Registry, in a form approved by the FAA, executed by an officer or manager of Seller, with his or her title shown, all said paperwork and said export to be obtained at Purchaser's sole cost and expense (the "**Deregistration Paperwork**"); and

(D) All releases of liens, terminations or other documents, if any, which may be necessary to enable Seller to transfer good and marketable title to the Aircraft to Purchaser, free and clear of all liens, claims and encumbrances (the "**Curative Documents**").

(ii) On or before the Closing Date, Purchaser shall wire transfer the Purchase Price Balance into the Special Escrow Account of Escrow Agent in accordance with wire transfer instructions to be provided to Purchaser by Escrow Agent prior to the Closing Date; and

(iii) In addition to the documents described above, Seller and/or Purchaser may deliver or cause to be delivered to Escrow Agent such other documents and with such instructions as may be subsequently agreed upon in writing by the parties hereto and Escrow Agent.

The documents described in subparagraphs (i) and (iii) of this Section 5(c) are hereinafter referred to collectively as the "**Escrow Documents**".

(d) Other than delivering the Deregistration Paperwork to the Escrow Agent as provided herein, and to authorizing the Escrow Agent to issue the Deregistration Paperwork to the FAA at Closing as provided in Section 5(f) below, Purchaser shall be solely liable to arrange for the export of the Aircraft to Bermuda following Closing. Seller shall reasonably cooperate with Purchaser in connection with the deregistration and export of the Aircraft; provided, however, that Seller shall not be required to incur any costs or expense in doing the same.

(e) Prior to the Closing Date, each of Seller, Purchaser and Escrow Agent shall notify each of the others in writing (either by correspondence, fax or e-mail) of the name or names and telephone number of each representative of the respective parties which is to participate in the conference call to be conducted in connection with the Closing (hereinafter the "**Closing Conference Call**"). Subject to Escrow Agent's availability, the Closing Conference Call shall be originated by Purchaser on the Closing Date at on or about 10:00 [REDACTED], U.S. Central Daylight Time, so as to complete the Closing, including the filing of the Escrow Documents with the FAA Registry in Oklahoma City, Oklahoma and deregistration of the Aircraft, prior to the closing of that office on the Closing Date.

(f) At the Closing, and after the representatives of each of Seller, Purchaser and Escrow Agent have each announced their attendance on the Closing Conference Call, provided that all of the requirements of Sections 5(c), (d) and (e) have been complied with, then the following shall occur:

(i) Escrow Agent shall confirm that it is in possession the full Purchase Price and half (1/2) the Escrow Fee, and all documents necessary for Closing.

(ii) Seller's and Purchaser's onsite representatives shall confirm that the Aircraft is at the Delivery Location and Seller has tendered the Aircraft to Purchaser for Delivery and Purchaser has executed the Delivery Receipt in Exhibit E and transmitted a copy of the executed Delivery Receipt to Escrow Agent.

(iii) If (A) the records of the FAA then reflect that Seller is the record owner of the Aircraft and that said Aircraft is free and clear of all recorded liens, claims and

encumbrances (or will be upon the filing of the Curative Documents held by the Escrow Agent, which Curative Documents Escrow Agent shall have authorization to release and/or file in accordance with this Agreement), (B) the records of the International Registry do not reflect the registration of any such liens, claims or encumbrances against the Aircraft, and there are no registrations on the International Registry reflecting ownership of the Aircraft or any part thereof in the name of any third party, and (C) Escrow Agent has not otherwise received notice of any other lien, claim or encumbrance asserted by any third party with respect to the Aircraft, then Escrow Agent shall so advise the participants on the Closing Conference Call.

(iv) Then, but only then, Seller shall authorize Escrow Agent to release the Bills of Sale and file the Deregistration Paperwork in exchange for release of the Purchase Price, and Purchaser shall authorize Escrow Agent to release the Purchase Price in exchange for the Bills of Sale whereupon Escrow Agent shall hold the Bills of Sale and Deregistration Paperwork for Purchaser's benefit and immediately wire the Purchase Price to Seller in accordance with wire transfer instructions which shall be provided to Escrow Agent by Seller prior to the Closing Date. As promptly as possible, Escrow Agent shall obtain and provide the participants with the Federal Reference Number for said wire and, immediately thereafter, Escrow Agent shall file the signed and dated FAA Bill of Sale together with any other necessary Escrow Documents with the FAA Registry for recordation and request the FAA to deregister the Aircraft from the FAA Civil Aviation Registry and transmit the Deregistration Paperwork to the Bermuda CAA, and release the Warranty Bill of Sale to Purchaser. The Escrow Agent shall obtain a copy of the Deregistration Telex from the FAA and provide the same to Seller and Purchaser. In addition,

(v) Escrow Agent shall then notify each of the participants on the Closing Conference Call of the time of filing of each such Escrow Document. Escrow Agent shall also email to Purchaser a pdf of the signed and dated Warranty Bill of Sale and the signed and dated FAA Bill of Sale. Immediately following the above, the following shall occur at the Closing Place:

(A) Escrow Agent, as the Professional User Entity for each of Seller and Purchaser, shall electronically initiate and consent to the registrations with the International Registry of the interests created by the Warranty Bill of Sale (the same being referred to as a contract of sale for purposes of the International Registry) with respect to the Aircraft.

(B) Escrow Agent shall mail the hard copy original of the Warranty Bill of Sale to Purchaser at an address specified by Purchaser.

(g) If all of the conditions and requirements specified in this Section 5 are not satisfied on or before the Closing Date (or such later date as Seller and Purchaser may agree upon in writing and provide to Escrow Agent), then, except as otherwise expressly provided in this Agreement, Escrow Agent shall do the following:

(i) Escrow Agent shall return to Seller those Escrow Documents theretofore delivered to Escrow Agent by Seller and any other documents which may be held on behalf of Seller by Escrow Agent, and Escrow Agent shall return to Purchaser those Escrow Documents theretofore delivered to Escrow Agent by Purchaser and any other documents which may be held by Escrow Agent on behalf of Purchaser; and

(ii) If earlier received by Escrow Agent, the Purchase Price Balance shall be returned to Purchaser, or in accordance with Purchaser's instructions to Escrow Agent; and

(iii) Escrow Agent shall retain the Deposit until Seller and Purchaser furnish Escrow Agent with a written agreement which gives Escrow Agent instructions for payment of said funds or, if Escrow Agent is not furnished with such a written agreement, Escrow Agent shall retain the Deposit until Escrow Agent is ordered to pay said funds in accordance with the final order of a court of competent jurisdiction.

6. Fee of Escrow Agent. The fee of Escrow Agent (which fee also includes any out-of-pocket expenses incurred by Escrow Agent) for performing its duties specified herein shall be paid by each of Purchaser and Seller in equal portions. Their respective portions of said fee shall be paid by them to Escrow Agent as and when required by Escrow Agent. In addition to its duties specified above, the duties of Escrow Agent shall also include (a) delivering a written preliminary title and lien report with respect to the Aircraft's airframe, the Engines , and also a written post-closing title and lien report with respect to the same to each of Purchaser and Seller, and (b) as Seller's and Purchaser's Professional User Entity, making registrations with the International Registry of the Warranty Bill of Sale (Contract of Sale) with respect to the transfer of title to the Aircraft from the Seller to the Purchaser, and obtaining and providing Seller and Purchaser with post-closing Priority Search Certificates issued by the International Registry with respect to the Aircraft.

7. Taxes.

(a) Seller warrants that there are no outstanding or delinquent taxes or duties attributable to the Aircraft nor shall be as of the Closing Date. Seller shall be responsible for and shall pay, or reimburse Purchaser for, any and all excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties, including interest or penalties imposed thereon, and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with the use, ownership, possession, maintenance or operation of the Aircraft prior to the Closing including, without limitation, any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft.

(b) Purchaser shall be responsible for and shall pay, or reimburse Seller for, any and all sales, excise, gross receipts, use, personal property, transfer or similar taxes, assessments or duties including interest or penalties imposed thereon and any costs incurred in defense of the nonpayment thereof, including reasonable attorney's fees and expenses, arising out of, or incurred in connection with, the sale and delivery of the Aircraft to Purchaser or the use, ownership, possession, maintenance or operation of the Aircraft after the Closing, but specifically excluding any income, capital gains or other similar taxes based on the income of Seller or personal property or other similar taxes assessed or based upon Seller's ownership or use of the Aircraft prior to the Closing.

(c) The provisions of this Section 7 shall survive Closing.

8. Seller's Representations and Warranties. Seller hereby represents and

warrants to (or where so stated, Seller agrees in favor of) Purchaser that Seller has good and marketable title to the Aircraft and on the Closing Date Seller will convey to Purchaser good and marketable title to the Aircraft free and clear of all leases, liens, claims, rights to purchase and encumbrances of any kind or nature.

9. LIMITATION OF WARRANTIES. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES OF SELLER SET FORTH IN SECTION 8 HEREOF, ELSEWHERE IN THIS AGREEMENT OR IN THE WARRANTY BILL OF SALE (THE "EXPRESS CONTRACT WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS CONTRACT WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE. IN NO EVENT SHALL EITHER PARTY HERETO BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND.

10. Breaches and Remedies.

(a) Failure by Purchaser to pay the full Purchase Price at Closing in accordance with this Agreement, or any other failure or refusal by Purchaser to perform any of its obligations under this Agreement after notice of the same from Seller and an opportunity to cure the same within five (5) days after receipt of such notice, or any material misrepresentation by Purchaser pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Seller of all its obligations hereunder, constitute a breach of this Agreement by Purchaser and the parties hereto expressly agree that in the event of such breach, the Deposit shall be forfeited by Purchaser, and the Deposit shall be distributed by Escrow Agent to Seller as liquidated damages. Purchaser and Seller hereby agree that actual damages, if any, to Seller would be speculative and difficult to ascertain, and the Deposit shall serve as complete liquidated damages to Seller, and that the Deposit amount is a reasonable forecast of Seller's actual damages in such event, and Purchaser shall have no further or other liability in connection herewith. The foregoing remedy shall be Seller's sole and exclusive remedy, all other remedies, including but not limited to direct monetary damages, as well as incidental and consequential damages, being hereby WAIVED by Seller. The limitation of Seller's remedies as set forth in this Section 10(a) shall not be construed to limit or otherwise adversely affect Seller's post-closing remedies, should the Closing occur, for breach of any express warranties by Purchaser set forth in this Agreement or the breach of any post-closing obligations of Purchaser set forth in this Agreement.

(b) Failure by Seller to deliver to Purchaser in accordance with this Agreement the Aircraft in the Delivery Condition, or to deliver in accordance with this Agreement the Warranty Bill of Sale, the FAA Bill of Sale, or any other Closing documents required hereby, or any other failure or refusal by Seller to perform any of its obligations under this Agreement after notice of the same from Purchaser and an opportunity to cure the same within five (5) days after receipt of such notice, or any material misrepresentation by Seller pursuant to this Agreement, as a result of which the Closing does not take place, shall, upon the actual or offered performance by Purchaser of all of its obligations hereunder, constitute a breach of this Agreement by Seller. The parties hereto expressly agree that in the event of such breach, Purchaser shall be entitled to the immediate return of the Deposit and, if already delivered to Escrow Agent, the Purchase Price Balance, and in addition to such return and the reimbursement by Seller of Purchaser's Pre-Purchase Inspection costs as provided for in Section 3 hereof. The foregoing remedies, including those set forth in Section 3 hereof, shall be Purchaser's sole and exclusive remedies, all other remedies, including but not limited to direct monetary damages, as well as incidental and consequential damages, being hereby WAIVED by Purchaser, and Seller shall have no further or other liability in connection with such breach. The limitation of Purchaser's remedies as set forth in this Section 10(b) shall not be construed to limit or otherwise adversely affect Purchaser's post-closing remedies, should the Closing occur, for breach of Seller's title warranties or the breach of any post-closing obligations of Seller set forth in this Agreement.

11. Performance, Force Majeure and Risk of Loss.

(a) In the event that the Aircraft is destroyed or damaged prior to the Closing Date, this Agreement may be terminated in its entirety by either party without liability to the other party, except that the Deposit and Purchase Price Balance, if already delivered to Escrow Agent, shall be promptly refunded to Purchaser.

(b) Neither Seller nor Purchaser shall be responsible for any delay beyond the Closing Date due to any cause beyond its control, including but not limited to the following causes: civil wars, insurrections, strikes, riots, fires, floods, explosions, earthquakes, any act of government or governmental priorities, allocations, regulation, or orders affecting materials, act of God, or the public enemy, failure of transportation, epidemics, or labor trouble causing slowdown or interruption of work.

(c) Exclusive care, custody and control of the Aircraft and all risks of loss, damage or destruction to the Aircraft and any other property sold hereunder from any cause whatsoever, including but without limiting the generality of the foregoing, risks of damage to or loss or destruction of the Aircraft and liability to third parties for property damages, personal injury or death, shall pass to and be assumed by Purchaser upon the filing of the FAA Bill of Sale with the FAA and delivery of the Aircraft to Purchaser in accordance with the provisions of this Agreement. Upon delivery of the Aircraft in accordance with the provisions of this Agreement, Purchaser shall assume and, effective as of the completion of the Closing, hereby assumes, all responsibility in connection with the Aircraft and all risks incident to ownership, maintenance, repair, use and modification thereof.

12. Other Matters.

(a) Each party hereto agrees to execute and deliver such additional documents and take such further actions as may be reasonably requested by the other party hereto to fully effectuate and carry out the purposes of this Agreement.

(b) Except as expressly provided herein, the provisions of this Agreement which by their terms are to be performed and observed after the Closing, and the several representations, warranties and agreements of the parties herein contained, shall survive the Closing.

(c) This Agreement may be amended as required by the Escrow Agent, subject to the agreement of Purchaser and Seller.

(c) This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, arrangements and understandings relating to the subject matter hereof. No representation, promise, inducement or statement of intention has been made by either party which is not embodied in this Agreement, and neither party shall be bound by, or be liable for, any alleged representation, promise, inducement, or statement of intention not embodied herein.

(d) This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same instrument.

(e) No modification or amendment of this Agreement shall be binding unless it is in writing and signed by each of the parties hereto.

(f) All notices required or permitted hereunder shall be in writing and, except as may otherwise be provided herein, shall be deemed to be given when delivered personally, or within three (3) business days after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid, or on the date of transmission, if sent by facsimile or e-mail (and written confirmation of transmission is provided), addressed to the other party for whom it is intended at the address facsimile number or email address set forth below, or to such other address as may hereafter be designated in writing by either party hereto to the other party hereto:

If to Seller:

JEGE, LLC  
c/o Darren K. Indyke, PLLC  
575 Lexington Avenue, 4<sup>th</sup> Floor  
New York, New York 10022  
Fax: (646) 350-0378  
Email: [REDACTED]

If to Purchaser:

Dominus Aviation Ltd.  
One Lane Hill,  
East Broadway Hamilton HM19

Bermuda  
Attention: Lars-Erik Magnusson  
Fax: +1 441 292 3623  
Email: LeMagnusson@larmag.nl

With copy to:

Wendy Bierwirth:  
Fax: +1 301 869 2700  
Email: [Wendy\\_Bierwirth@Wentworth.Aero](mailto:Wendy_Bierwirth@Wentworth.Aero)  
and  
David Thompson  
AMS Limited  
Fax: + 1 (441) 292 3623  
Email: David.Thompson@AMS.bm

(g) Any signatures on this Agreement may be transmitted via facsimile or e-mail (in pdf format), which signatures shall be deemed originals for all purposes if transmitted in accordance with Section 12(f) above.

(h) Neither any failure nor any delay on the part of either party hereto in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial waiver or exercise of any right hereunder preclude any other future single or partial waiver or exercise of any right hereunder. No waiver hereof shall be effective unless it is writing signed by the party hereto to be charged with the same and then it shall only be effective as to the specific matter and in the specific instance stated in such writing.

(i) The descriptive headings of the several sections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

(j) This Agreement shall be construed and enforced in accordance with the laws of the U.S. Virgin Islands, excluding its conflicts of laws rules, and, to the extent applicable, the laws of the United States of America.

(k) If any clause, provision or section of this Agreement is found by any court of competent jurisdiction to be invalid or unenforceable for any reason whatsoever, such invalidity or unenforceability shall not in itself affect the remaining clauses, provisions and sections hereof, so long as the rights or obligations of the parties hereto shall not be materially and adversely affected thereby.

(l) All payments provided for in this Agreement are to be made in United States Dollars.

(o) In connection with any litigation arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover all reasonable costs incurred therein from the other party, including, without limitation, reasonable attorney's fees.

(Signature Blocks Appear on Following Pages)

IN WITNESS WHEREOF, the parties to this Aircraft Purchase Agreement have caused it to be executed by their duly authorized representatives.

SELLER:

JEGE, LLC

By: \_\_\_\_\_

Name: Darren K. Indyke

Title: Authorized Representative

PURCHASER:

DOMINUS AVIATION LTD.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**  
**TO**  
**AIRCRAFT PURCHASE AGREEMENT**  
**BY AND BETWEEN JEJE, LLC AND DOMINUS HOLDING LTD.**

**Scope and Duration of Inspection**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(The attached proposals specify the scope of the Pre-Purchase Inspection and denote the estimated Pre-Purchase Inspection costs of \$54,316.00 provided Purchaser by the Inspection Facility with the exception of the cost of the flight test and any follow-up inspections required by the findings of the Pre-Purchaser Inspection or any other mutually agreed upon work scope modifications.

D

# Gulfstream

PRODUCT SUPPORT

## PROPOSAL

Prepared for

Gulfstream GIV Serial Number 1085

~~XXXXXXXXXXXXXX~~

~~XXXXXXXXXXXXXX~~

DOMINUS AVIATION LTD

David Thompson

Presented by

Patrick Saxon

Regional Sales Manager, Gulfstream Aerospace

+1-912-429-3782

Gulfstream Proposal # 7050091 R00

21 September 2018

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## PART I. Workscope Description

### A. INTERIOR REFURBISHMENT

Not Requested

### B. AVIONICS / CABIN ELECTRONICS

Not Requested

### C. MECHANICAL

#### 1. Aircraft Records and Condition Survey

##### 1.1 Lite Package - Aircraft Records and Condition Survey (ARCS)..... \$26,500

Included in Lite Package:

- Aircraft Records Survey (see section below)
- Aircraft Condition Survey (see section below)

Special Requirements:

- Review workscope and identify points of contact with both buyer and seller present and have both parties sign the Hold Harmless Agreement.
- The party requesting and financially obligated for the Aircraft Records and Condition Survey (usually the Buyer) must have an authorized representative sign the work order and the Hold Harmless.
- There will be a representative from all parties involved that will make decisions on all minor corrective actions to be accomplished during Aircraft Records and Condition Survey. If there is no representative present, no corrective action can be accomplished until authorized.
- Upon completion of the Aircraft Records and Condition Survey, the discrepancy list will be provided to the party(s) responsible for disposition. If a second or third party is involved with rectification of any discrepancies found, the parties will identify who will be responsible for the corrective actions. At this time, separate work orders will be opened and responsibilities assigned to each party for the work requested.
- All parties involved, based on the Service Center workload, at that time will mutually agree to the downtime schedule for the authorized work.

Aircraft Records Survey includes the following:

- **Review of Maintenance History and Records:** A review of all available maintenance records will be accomplished. The review will include a search for recorded damage history, special inspections accomplished, missing records, compliance with required inspections, maintenance, and mandatory directives. Any problems with incomplete or improper maintenance entries, missing certificate numbers or signatures, or disorganized maintenance logs will be documented in the report. If a complete reconstruction of maintenance records or logbooks is desired, it will be considered an effort over and above the basic Survey price and schedule and will be performed at time and material upon approval.
- **Documentation of Non-Applicable Maintenance Bulletins:** Gulfstream will update the aircraft records for non-applicable or previously accomplished directives (ACB, CB & AD) that are not documented in the maintenance records. A budgetary estimate to research and document non-applicable or previously accomplished bulletins is \$75 per occurrence. Incomplete records may substantially increase this cost.

## PART I. Workscope Description (Continued)

### C. MECHANICAL (Continued)

#### 1. Aircraft Records and Condition Survey (Continued)

Aircraft Records Survey includes the following:

- **Review of Required Aircraft Documentation:** A review of weight and balance, equipment list, and electrical load analysis will be performed to determine that the known current aircraft configuration is reflected. All data will be cross-referenced against Major Repair and Alteration FAA Form 337 found and the avionics inventory. Subject matter and date of Form 337 and any related Supplemental Type Certificates (STC's) numbers will be listed. The certificate of airworthiness and current registration will be checked to ensure a match to the aircraft.
- **Review of Required Flight Manuals & Supplements:** Gulfstream approved flight manuals will be reviewed to determine revision status and presence of all required approved flight manual supplements. Flight manual supplements will be cross-checked against STCs.
- **Update of Required Flight Manuals and Supplements:** If required, Gulfstream will update any missing or outdated items in the flight manual supplements section of the flight manual or supplement binder with current data. A budgetary estimate to research and retrieve missing flight manual supplements is \$75 per occurrence. Incomplete records may substantially increase this cost.

Aircraft Condition Survey includes the following:

- **Cockpit and Cabin Avionics Equipment - Operational Test:** A cockpit avionics ramp check is performed and involves powering up all major avionics equipment and operationally testing systems, such as navigation, communication and flight management systems for proper operation. A cabin ramp check is performed and involves powering up of cabin outfitting components and systems. This test does not include the use of test equipment or troubleshooting of avionic systems. Results will be fully documented on the work order and findings will be highlighted in the Survey. As the Survey progresses, discrepancies may be identified. At this point, discrepancies will be listed on summary sheets and provided to customer. Any Engineering dispositions will be an additional expense and will be billed, as required.
- **Inventory of Avionics and Emergency Equipment:** A physical inventory of major avionics equipment will be accomplished and the results recorded in the report. The avionics inventory is limited to accessible areas only, additional access will be billed at time and material. This inventory will be cross-referenced against the equipment list during the documentation review. All cabin and cockpit installed emergency equipment will be inventoried and recorded in the report.
- **Physical Survey:** Is in accordance with attached Gulfstream CMP (Computerized Maintenance Program) tasks, which provide a detailed view of specified areas of aircraft. The suggested survey workscope is intended to provide you with a general visual evaluation of selected areas of the aircraft.
- **Cockpit and Cabin Compartment Above Floor Inspection:** A general visual Inspection will be performed of cockpit, cabin, and baggage compartments for mechanical and cosmetic discrepant conditions which are deemed as unsatisfactory. Interior access will not be required or included for this general visual inspection. Note: This general visual Inspection does not include NDT of cabin windows.
- **Optional FAA 135 Regulation Log Research:** A budgetary estimate to perform a FAA 135 Regulation Log Research is approximately \$3,500. This FAA Part 135 Regulation Log Research is limited to the collection of pertinent parts tracking documents associated with Life-Limited or otherwise tracked serialized components, which are currently, installed on the aircraft from the aircraft historical records files supplied by the operator at time of aircraft input. Note: This research does not imply to include any requirements as to pertain to the physical condition of the aircraft in regards to FAA Part 135 Compliance.

**PART I. Workscope Description (Continued)**

**C. MECHANICAL (Continued)**

**1. Aircraft Records and Condition Survey (Continued)**

Aircraft Records and Condition Survey Report:

- The report is a bound document and is divided into indexed sections. The format facilitates rapid access to desired information and highlights the major elements of the Survey. All findings and information yielded by this Survey will be provided in the report and on the related work order upon completion of the Survey. Two (2) copies of the signed report will be provided to the purchaser of the Survey when present at service center or a copy of report not signed can be provided in an electronic PDF format when intended buyer resides in a different country. One (1) copy of the discrepancies noted will be provided to the owner (additional report copies are available at \$150/each). Copies will not be provided to any other party including the owner of the aircraft unless expressly authorized in writing by the purchaser of the Survey.

Optional Services:

- Gulfstream also offers a complete in-house detailing service for your Gulfstream aircraft. Our experienced team of professionals can perform any detailing service; from a dry wash of the aircraft exterior to shampooing and stain-treating carpets and furnishings.
- Exterior services include washing of the aircraft (to include landing gear), waxing the aircraft with Aeroglaze, buff and polish of leading edge "bright work", and sanding to remove surface corrosion. An application of Teflon coating is also available to enhance the life of your paint as well as to reduce aircraft exterior cleaning time and costs.
- Interior services include sanitizing galley and lavatories, re-corking of drawers, shampooing of carpets, re-oiling of leather, and an application of soil and stain repellent for the carpet and upholstery.

**2. Aircraft Maintenance**

**2.1 APU Borescope Inspection ..... \$1,766**

Accomplish APU borescope per the following CMP Codes:

- 492301 APU GTCP 36-150(G) - Borescope (as applicable)
- 494206 Igniter Plug (Left) GTCP36-150(G) - Removal / Installation Igniter Plug (Left) GTCP36-150(G) - Removal / Installation
- 494207 Igniter Plug (Right) GTCP36-150(G) - Removal / Installation

Note: Any discrepancies found during the inspection will be billed on a timeand materials basis.

**D. PAINT**

Not Requested

## PART II. Contingencies and Assumptions of Proposal Offer

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

### A. ESTIMATED LEADTIME:

This Proposal provides for leadtimes. Unlike downtime, which is expressed in working days as discussed below, leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit. Leadtimes commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal. It is important to note that if an Aircraft is inducted prior to the running of the estimated leadtime, then a corresponding increase in downtime may occur.

### B. ESTIMATED DOWNTIME:

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

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

### C. PRICING AND SCHEDULING TERMS:

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

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

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

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

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

## PART II. Contingencies and Assumptions of Proposal Offer (Continued)

### C. PRICING AND SCHEDULING TERMS (Continued)

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

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

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

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

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

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

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

**PlaneParts© and Aircraft Ownership Service:** Except as specifically identified in a PART I Workscope, this Proposal does not take into account any parts provided under Gulfstream's PlaneParts© Program or Aircraft Ownership Service. Please consult your Regional Sales Manager for more information on these Gulfstream service offerings.

### D. GENERAL CONTINGENCIES:

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

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

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

## PART II. Contingencies and Assumptions of Proposal Offer (Continued)

### D. GENERAL CONTINGENCIES: (Continued)

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

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

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

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

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

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

### E. ADDENDUM TO PROPOSAL AND WORK AUTHORIZATION TERMS AND CONDITIONS

Not Applicable

## PART III. Payment Terms and Remittance Instructions

For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed One Hundred Thousand Dollars (\$100,000.00) but less than Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. For Work estimated to exceed Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 30% of the estimated amount prior to commencement of Work on the Aircraft, 30% at the midpoint of the Work as reasonably established by Gulfstream, 30% 30 days prior to the date of projected delivery as reasonably established by Gulfstream. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. In any and all cases, Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of One Hundred Fifty Thousand (\$150,000.00) or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

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

**Notwithstanding the foregoing, if Gulfstream has been requested to perform Aircraft/Records and Condition Survey and/or other inspections associated with the Customer's due-diligence or appraisal inspection prior to closing of an aircraft sales transaction (together referred to as the "Pre-buy Survey") the following payment terms apply:** Payment of fees and costs incurred for the Pre-Buy Survey are payable in advance of the inspection and/or any related activity being performed. Acceptable methods of payment related to the Pre-Buy Survey and supporting aircraft sales transactions include payment via wire transfer/ACH, certified check and Gulfstream accepted credit card. All costs incurred in remediation of discrepancies documented during the Pre-Buy Survey or required in conjunction with the supporting aircraft sales transaction are due immediately upon completion of the Pre-Buy Survey and all associated Work and prior to the departure of the aircraft. This Section III applies to all Customers, including those who have available credit. Prior to conducting any Pre-Buy Survey activities, the owner of the Aircraft subject to the activities must acknowledge its approval for the activities to occur, and its acceptance of the Pre-Buy Survey Work Authorization Addendum and hold harmless agreement and the payment terms above. Notwithstanding the Pre-Buy Survey payment terms above, Gulfstream maintains its right to assert a lien against the aircraft for any unpaid services to extent provided by applicable law.

### Remittance can be made to the following:

#### CHECKS:

Gulfstream Aerospace Corporation  
Box 730349  
14800 Frye Road  
Ft. Worth, TX 76155

#### (Overnight)

Gulfstream Aerospace Corporation (Box #730349)  
c/o JP Morgan Chase Bank, NA  
Dallas, TX 75373-0349  
Attn: Dallas National Wholesale Lockbox TX1-0029

#### WIRE TRANSFERS:

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

#### BANK IDENTIFIERS

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

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

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

## PART IV. Executive Summary and Proposal Acceptance

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

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

**B. AVIONICS / CABIN ELECTRONICS**

**C. MECHANICAL**

<b>1.</b>	<b>Aircraft Records and Condition Survey</b>			
1.1	<b>Lite Package - Aircraft Records and Condition Survey (ARCS)</b>	\$26,500	<input type="checkbox"/>	<input type="checkbox"/>
<b>2.</b>	<b>Aircraft Maintenance</b>			
2.1	APU Borescope Inspection	\$1,766	<input type="checkbox"/>	<input type="checkbox"/>

**D. PAINT**

**QUOTED WORKSCOPE TOTAL BASED ON CUSTOMER ACCEPTED ITEMS**

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

\$0

**Schedule Planning**      **Estimated Days**  
**Estimated Leadtime<sup>1</sup>**      **2 Calendar Days**

<sup>1</sup>This Proposal provides for leadtimes. Unlike downtime, which is expressed in working days as discussed below, leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit. Leadtimes commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal. It is important to note that if an Aircraft is inducted prior to the running of the estimated leadtime, then a corresponding increase in downtime may occur.

**Estimated Downtime<sup>2</sup>      10 - 12 Working Days**

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

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

## PART IV. Executive Summary and Proposal Acceptance (Continued)

### Quote Validity

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

### Pricing Notes

- The Aircraft Records and Condition Survey is limited in scope, and Gulfstream cannot guarantee that this Survey will uncover all problems that exist with the inspected aircraft. Ultimately, the buyer must rely on their own judgment as to the aircraft value and the seller's warranty, if any, as to the aircraft's condition.
- For planning purposes, estimated material for the Aircraft Records and Condition Survey CMP package is approximately \$7,000, and it does not include material required for clearing of any discrepancies.

**PART IV. Executive Summary and Proposal Acceptance (Continued)**

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

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

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

**WENTWORTH AERO, INC.**  
 ("Customer")

**GULFSTREAM AEROSPACE CORPORATION**  
 ("Gulfstream")

By: \_\_\_\_\_

By: 

Name: **David Thompson**

Name: Patrick Saxon

Title: **Authorized Agent**

Title: Regional Sales Manager, Product Support Sales

Date: **Sept 26, 2018**

Date: 21 September 2018

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

## ATTACHMENT A

### WORK AUTHORIZATION AGREEMENT TERMS AND CONDITIONS

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

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

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

**4. PAYMENT TERMS.** For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed One Hundred Thousand Dollars (\$100,000.00) but less than Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. For Work estimated to exceed Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 30% of the estimated amount prior to commencement of Work on the Aircraft, 30% at the midpoint of the Work as reasonably established by Gulfstream, 30% 30 days prior to the date of projected delivery as reasonably established by Gulfstream. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. In any and all cases, Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of One Hundred Fifty Thousand (\$150,000.00) or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

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

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

## **6. WARRANTY.**

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

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

### **6.3 ADDITIONAL REMEDY FOR COLLATERAL AIRCRAFT DAMAGE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer Acknowledgement:

By: \_\_\_\_\_  
Name: Larry Visoski  
Title: Aviation Manager

**Lite Package - Aircraft Records and Condition Survey (Exhibit 1)**

Mandatory Code	Related Code	Code Description	Included in Material Estimate
*****		Check Airworthiness Directives	
*****		Check Customer Bulletins	
*****		Perform Avionics Inventory	
*****		Review Aircraft Status and Records	
*****		Cockpit / Cabin / Baggage Compart. Above Floor General visual Inspection (GAC-RSQCT-57 Traveler)	
231001		Avionics - Functional Ramp Test / Inspection	
273003		ELEVATOR FREE PLAY--INSP	
291030		Combined Hyd Sys DPI (Eng-driven Pump Bypass) - Inspection	
291031		Flight Hyd Sys DPI (Eng-driven Pump Bypass) - Inspection	
291032		Combined Hyd Sys DPI (Main Pressure) - Inspection	
291033		Flight Hyd Sys DPI (Main Pressure) - Inspection	
291034		Combined Hyd Sys DPI (Main Return) - Inspection	
291035		Flight Hyd Sys DPI (Main Return) - Inspection	
292020		Auxiliary System DPI (Pressure) - Inspection	
292021		Auxiliary System DPI (Return) - Inspection	
292024		Utility System DPI (Pressure) - Inspection	
292025		Utility System DPI (Pump Bypass) - Inspection	
324108		Wheel Brake Lining - Wear Check (Brake-By-Wire)	
324268		Brake Linings - Wear Check (HMAB / Dunlop)	
330007		Emergency Exit Lights - Operational Test	
330010		Exterior Lights - Operational Test	
351005		Crew Oxygen System (Pilot) - Operational Test	
351006		Crew Oxygen System (Copilot) - Operational Test	
490002		APU GTCP36-100(G) - Operational Test	
490005		APU Enclosure GTCP36-100(G) - Inspection	
490052		APU - GTCP 36-150 (G) Operational Test	
490053		APU Enclosure GTCP36-150(G) - Inspection	
521009		Baggage Door Inflatable Seal System - Operational Test	
532005		Cabin Compartment Above Floor - Inspection	
532017		Cockpit Compartment Above Floor - Inspection	
532027		Entrance Compartment Behind Panel - Inspection	
532041		Baggage Compartment Above Floor - Inspection	
	523001	Baggage Door - Removal / Installation	
532067		Tail Compartment Above Floor - Inspection	
533005		Exterior Fuselage - Inspection	
534015		Main Landing Gear Installation (Left) - Inspection	
534016		Main Landing Gear Installation (Right) - Inspection	
534018		Main Landing Gear Wheel Well Compartment - Inspection	
534020		Nose Wheel Well and Gear - Inspection	
535008		Nose Compartment / Radome Interior - Inspection	
541017		Pylon External / Internal (Left) - Inspection	
541018		Pylon External / Internal (Right) - Inspection	
551019		Elevator Skins (Left) - General Visual Inspection	
551020		Elevator Skins (Right) - General Visual Inspection	
553005		Vertical Stabilizer / Rudder (External) - Inspection	
554007		Rudder External - Inspection	
571005		Wing Exterior (Left) - Inspection	
571006		Wing Exterior (Right) - Inspection	

**Aircraft/Records and Condition Survey**  
**(Pre-Buy Inspection)**  
**Work Authorization Addendum**

Gulfstream has been requested to perform Aircraft/Records and Condition Survey and/or other inspections associated with the Customer's due-diligence or appraisal inspection prior to closing of an aircraft sales transaction (together referred to as the "Pre-Buy Survey") on the following Gulfstream aircraft:

Aircraft model: Gulfstream IV

Aircraft serial number: 1085

Aircraft registration/tail no.: N120JE

pursuant to the Terms and Conditions of Work Authorization # \_\_\_\_\_, and related Work Authorizations.

**I. Scope of Pre-Buy Survey and Indemnity**

The Aircraft Owner and the Customer both authorize this Pre-Buy Survey and acknowledge that Pre-Buy Surveys are limited in scope and discrepant conditions may exist in the aircraft that are not discovered or reported. The Customer authorizing this Pre-Buy Survey covenants not to sue with respect to, and agrees to indemnify and hold Gulfstream Aerospace Corporation and its affiliates (collectively, "Gulfstream") harmless from and against all claims, damages, losses and expenses, including attorney's fees, asserted by Customer or any third party that arise out of or result from such Pre-Buy Survey (including those arising in whole or in part from Gulfstream's own negligence, including its negligent misrepresentation, but not its fraud). The Aircraft Owner agrees to hold Gulfstream harmless from and against all claims, damages, losses or expenses of Owner arising out of the Pre-Buy Survey or any associated reports (including those arising in whole or in part from Gulfstream's own negligence, including its negligent misrepresentation, but not its fraud).

Notwithstanding the foregoing, and except as otherwise provided or limited by the Terms and Conditions of the Work Authorization, Customer and Aircraft Owner do not indemnify or hold Gulfstream harmless, or covenant not to sue Gulfstream, with respect to:

- (i) product liability claims arising out of Gulfstream's design or manufacture of the Aircraft,
- (ii) any repair (but not inspection) by Gulfstream of the Aircraft,
- (iii) third party personal injury claims, or
- (iv) for the avoidance of doubt, Gulfstream's Warranty and Additional Remedy for Collateral Aircraft Damage provided in the Work Authorization Terms and Conditions.

**II. Aircraft Records and Condition Survey (ARCS) Report**

While the final ARCS Report will not be shared by Gulfstream with the Owner of the aircraft, Gulfstream will provide Owner with the completed ARCS Report sections detailing the initial Discrepancy List, any Airworthiness Directive compliance listings, and any Technical Directive/Service Bulletin compliance listings as such sections are published in the final ARCS Report. The Aircraft Owner is ultimately responsible for the accuracy of the Aircraft's records and compliance of the aircraft with the Aircraft's aviation authority and the manufacturer's recommendations for the Aircraft, and is responsible for initiating any further tasks as a result of information provided in such report sections.

**III. Payment**

Payment of fees and costs incurred for the Pre-Buy Survey are payable in advance of the inspection and/or any related activity being performed. Acceptable methods of payment related to the Pre-Buy Survey and supporting aircraft sales transactions include payment via wire transfer/ACH, certified check and Gulfstream accepted credit card. All Costs incurred in remediation of discrepancies documented during the Pre-Buy Survey or required in conjunction with the supporting aircraft sales transaction are due immediately upon completion of the Pre-Buy Survey and all associated Work and prior to the departure of the aircraft. This Section III applies to all customers, including those who have available credit. Notwithstanding the payment terms above, Gulfstream

maintains its right to assert a lien against the aircraft for any unpaid services to extent provided by applicable law.

Each individual signing below represents and warrants that he/she is an authorized representative of the Aircraft Owner or Customer, as the case may be, for which he/she is signing the authorization.

ACKNOWLEDGED AND AGREED:

Aircraft Owner's Acknowledgement

Company Name: JEGE, LLC

Printed Name: Larry Visoski

Signature of Authorized Representative:

\_\_\_\_\_ Date: 9/26/2018

Customer's Acknowledgement

Company Name: DOMINUS AVIATION LTD

Printed Name: David Thompson

Signature of Authorized Representative:

\_\_\_\_\_ Date: 9/26/2018

GAC Rev 2-14-18

**EXHIBIT B**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEJE, LLC AND DOMINUS Aviation LTD.**

**Certificate of Technical Acceptance**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

Pursuant to provisions of Section 3(f) of the Aircraft Purchase Agreement dated September \_\_\_\_, 2018 (the "Agreement") by and between JEJE, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and DOMINUS AVIATION LTD., a Bermuda Limited Liability Company ("Purchaser"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft (as defined in the Agreement) in accordance with the provisions of the Agreement on the date written below, and hereby either:

( ) Technically Accepts the condition of the Aircraft delivered as inspected, subject to Seller's continued obligation under 2 (a) – (g),

( ) Rejects the Aircraft , or

( ) Technically accepts the condition of the Aircraft subject to subject to Seller's continued obligation under 2 (a) – (g), and Seller's rectification of the following Discrepancies of which Seller shall be responsible to correct Airworthiness Discrepancies an Non-Airworthiness Discrepancies up to a cap of One Hundred Thousand (\$100,000.00) :

Dated:

DOMINUS AVIATION LTD.

By: \_\_\_\_\_

Name:

Title:

# Gulfstream

## PRODUCT SUPPORT

# PROPOSAL

### Prepared for

Gulfstream GIV Serial Number 1085

Registration Number N120JE

XXXXXXXXXXXX

XXXXXXXXXXXX

Dominus Aviation Ltd

David Thompson

### Presented by

Patrick Saxon

Regional Sales Manager, Gulfstream Aerospace

+1-912-429-3782

Gulfstream Proposal # 7050096 R00

27 September 2018

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## PART I. Workscope Description

### A. INTERIOR REFURBISHMENT

#### 1. Interior Modifications

- 1.1 Install Fire Proof Identification Plate..... \$1,739**  
 Installation of fireproof identification plate with aircraft's nationality and registration marks on the Airstair closeout of the main entry door (MED).

### B. AVIONICS / CABIN ELECTRONICS

#### 2. Avionics

- 2.1 Restrap and Repaint Cowl Registration ..... \$23,007**  
 The paint requirements will consist of changing the registration numbers on the engine cowlings only (two (2) locations only). The addition of one under wing registration will be added. If the registration is located on the vertical stabilizer, additional paint related charges may be incurred. Additional locations will be billed at time and materials.

This proposal includes all of the necessary avionic systems restrapping due to the registration number change to incorporate registration number change for Avionics systems, also the physical strapping if needed for Satcom, ELT and any other systems that transmits or tracks the aircraft registration number per aircraft configuration. In regard to the aircraft security system (if installed), you may have to send the entire system out to the vendor to have the security codes changed. If needed, this would be at an additional cost on a time and materials basis.

The cockpit placards will be changed to reflect the new registration number.

Life Raft EPIRB restrapping (if required) is not included in quote and will be completed as time and materials.

Notes:

- The Customer needs to supply a copy of the completed aircraft registration application of the country of registry, and the new Selcal code (if installed).
- If a 406 MHz EPIRB is installed in the life rafts, an EPIRB registration form needs to be submitted.

### C. MECHANICAL

#### 3. Aircraft Maintenance

- 3.1 Export Certificate of Airworthiness..... \$38,500**  
 \*If the Export C-of-A is completed in conjunction with or immediately following an ARCS inspection, a \$14,000 discount will be applied to the invoice for that visit. Timeline and regulatory stipulations must be met and coordinated with the facility prior to input for this offer to be valid.

Issue Export Certificate of Airworthiness (C-of-A)

Export C-of-A Requirements:

The aircraft and all of the records and other data needed to establish conformity to the aircraft type design are presented for inspection leading to issuance of the Export Certificate of Airworthiness requested.

Gulfstream will accomplish the following:

- Determine the aircraft is properly registered.
- Determine that the aircraft is eligible by make, model and Serial Number for import into the specific country of destination.
- Verify ICAO Fireproof data plate installed, if required by importing country.

## PART I. Workscope Description (continued)

### C. MECHANICAL

#### 3. Aircraft Maintenance (continued)

##### 3.1 Export Certificate of Airworthiness (continued)

Gulfstream will accomplish the following steps to establish conformity to the type design:

- Verify that the aircraft data plates are present, meet the applicable regulatory requirements
- Determine that the aircraft records are complete and current for the following items:
  - All required maintenance and inspections are current.
  - All alterations must meet the importing country requirements. STC's may require validation prior to issue of the Export C of A (Reference Note 2) which will be accomplished at time and materials, and billed as required. *Note 1: Non Gulfstream STC validation must be accomplished by the holder. This may impact schedule. Note 2: For the aircraft to be exported without STC validation the importing Country CAA may accept the Type Certificate holders STC's or grant exception. Exception from the importing country must be gained from the CAA of that country, by the FAA. Note 3: It is recommended that records research and STC validation begin 4 to six (6) weeks prior to aircraft scheduled input.*
  - Compliance with all applicable AD's is recorded. This may include AD's of the country of destination if that is part of the special conditions.
  - Aircraft equipment list is current and complete
  - Aircraft meets all applicable noise standards, applicable fuel venting and exhaust requirements and applicable emergency exit requirements.
  - Verify that the W & B is current and accurate.
  - Aircraft Flight Manual and all applicable Flight Manual Supplements for installed alterations are present and current.
- Gulfstream will determine airworthiness of the aircraft to provide the applicant basis to sign the application for Export C of A. Any items found not to be airworthy will be evaluated.

Gulfstream will assist the customer in completion of the FAA Form 8130-1 Application for Export Certificate of Airworthiness.

- The completed form must be signed by the registered owner unless delegated to an agent through a notarized letter.
- If applicable airworthiness requirements and/ or special conditions required by Advisory Circular 21-2 have not been met, a letter of acceptance from the foreign CAA via the FAA must be included.

##### Importing Country Requirements

- Importing country modifications required by Advisory Circular 21-2 must be accomplished prior to issuance of the Export C of A.

##### Notes:

- These modifications, or any others, will be quoted separately and / or accomplished on a time and materials basis.
- Generation of an AC21.2 report is not included and will be billed separately on a time and materials basis, if required by the importing Authority or requested by the Customer.

## PART I. Workscope Description (continued)

### C. MECHANICAL

#### 3. Aircraft Maintenance (continued)

##### 3.1 Export Certificate of Airworthiness (continued)

Special Notes to Customer:

The inspections referenced within this document and those required by FAA code of regulations and National Policy Orders must be accomplished by an authorized FAA ODA Inspection Authorized Representative (IAR) or other authorized FAA personnel.

- If required, special requirements of importing country not identified in this proposal will be performed on a time and material basis.
- Passenger Briefing Cards are unique to individual aircraft. New Passenger Briefing Cards may be ordered in advance from Gulfstream at [REDACTED] [Briefing-Cards](#). Customer may choose to have cards ordered on the Service Center work order.
- The painting of new registration number and required re-strapping of avionics equipment or any required importing country markings will be quoted separately.
- Public transport requirements may be quoted upon request.
- Aircraft preservation is contained in the Terms and Conditions provided within this proposal and may be quoted upon request.

### D. PAINT

#### 4. Aircraft Paint

##### 4.1 Apply Registration Number Overlays (Labor Only)..... \$1,371

Install customer supplied vinyl registration number overlays over the existing engine cowlings registration and one (1) underwing markings.

This item is for labor only. No materials are included in this item and if necessary will be additional.

## PART II. Contingencies and Assumptions of Proposal Offer

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Unless expressly stated otherwise in writing, this proposal and the Workscope pricing information included in Part I Workscope, ("Proposal") is based upon the following contingencies and assumptions associated with the activity and work required for the work scope defined in Part I Workscope ("Work"). Additional charges for any Customer-approved Work ultimately performed on Gulfstream GIV aircraft, Serial Number 1085 Registration Number N120JE ("Aircraft"), which is beyond the scope of this Proposal will be billed on a time and materials basis, except as otherwise expressly agreed in writing between the parties. The term Customer shall refer to Wentworth Aero, LLC ("Customer") in this Proposal.

### A. ESTIMATED LEADTIME

This Proposal provides for leadtimes. Unlike downtime, which is expressed in working days as discussed below, leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit. Leadtimes commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal. It is important to note that if an Aircraft is inducted prior to the running of the estimated leadtime, then a corresponding increase in downtime may occur.

### B. ESTIMATED DOWNTIME

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

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

### C. PRICING AND SCHEDULING TERMS

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

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

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

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

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

## PART II. Contingencies and Assumptions of Proposal Offer (Continued)

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### C. PRICING AND SCHEDULING TERMS (Continued)

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

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

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

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

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

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

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

**PlaneParts® and Aircraft Ownership Service:** Except as specifically identified in a PART I Workscope, this Proposal does not take into account any parts provided under Gulfstream's PlaneParts® Program or Aircraft Ownership Service. Please consult your Regional Sales Manager for more information on these Gulfstream service offerings.

### D. GENERAL CONTINGENCIES

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

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

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

## PART II. Contingencies and Assumptions of Proposal Offer (Continued)

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### D. GENERAL CONTINGENCIES: (Continued)

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

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

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

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

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

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

### E. ADDENDUM TO PROPOSAL AND WORK AUTHORIZATION TERMS AND CONDITIONS

**Not Applicable**

## PART III. Payment Terms and Remittance Instructions

For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed One Hundred Thousand Dollars (\$100,000.00) but less than Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. For Work estimated to exceed Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 30% of the estimated amount prior to commencement of Work on the Aircraft, 30% at the midpoint of the Work as reasonably established by Gulfstream, 30% 30 days prior to the date of projected delivery as reasonably established by Gulfstream. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. In any and all cases, Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of One Hundred Fifty Thousand (\$150,000.00) or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

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

**Notwithstanding the foregoing, if Gulfstream has been requested to perform Aircraft/Records and Condition Survey and/or other inspections associated with the Customer's due-diligence or appraisal inspection prior to closing of an aircraft sales transaction (together referred to as the "Pre-buy Survey") the following payment terms apply:** Payment of fees and costs incurred for the Pre-Buy Survey are payable in advance of the inspection and/or any related activity being performed. Acceptable methods of payment related to the Pre-Buy Survey and supporting aircraft sales transactions include payment via wire transfer/ACH, certified check and Gulfstream accepted credit card. All costs incurred in remediation of discrepancies documented during the Pre-Buy Survey or required in conjunction with the supporting aircraft sales transaction are due immediately upon completion of the Pre-Buy Survey and all associated Work and prior to the departure of the aircraft. This Section III applies to all Customers, including those who have available credit. Prior to conducting any Pre-Buy Survey activities, the owner of the Aircraft subject to the activities must acknowledge its approval for the activities to occur, and its acceptance of the Pre-Buy Survey Work Authorization Addendum and hold harmless agreement and the payment terms above. Notwithstanding the Pre-Buy Survey payment terms above, Gulfstream maintains its right to assert a lien against the aircraft for any unpaid services to extent provided by applicable law.

### Remittance can be made to the following:

#### CHECKS:

Gulfstream Aerospace Corporation  
Box 730349  
14800 Frye Road  
Ft. Worth, TX 76155

#### (Overnight)

Gulfstream Aerospace Corporation (Box #730349)  
c/o JP Morgan Chase Bank, NA  
Dallas, TX 75373-0349  
Attn: Dallas National Wholesale Lockbox TX1-0029

#### WIRE TRANSFERS:

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

#### BANK IDENTIFIERS

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

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

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

## PART IV. Executive Summary and Proposal Acceptance

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

A. INTERIOR		(USD)	Accept	Decline
<b>1.</b>	<b>Interior Modifications</b>			
1.1	Install Fire Proof Identification Plate	\$1,739	<input type="checkbox"/>	<input type="checkbox"/>
<b>B. AVIONICS / CABIN ELECTRONICS</b>				
<b>2.</b>	<b>Avionics</b>			
2.1	Restrap and Repaint Cowl Registration	\$23,007	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. MECHANICAL</b>				
<b>3.</b>	<b>Aircraft Maintenance</b>			
3.1	Export Certificate of Airworthiness	\$38,500	<input type="checkbox"/>	<input type="checkbox"/>
<b>D. PAINT</b>				
<b>4.</b>	<b>Paint</b>			
4.1	Apply Registration Number Overlays	\$1,371	<input type="checkbox"/>	<input type="checkbox"/>
<b>QUOTED WORKSCOPE TOTAL BASED ON CUSTOMER ACCEPTED ITEMS</b>				\$0
*Default value is set to \$0 until Customer selections have been made above.				

**Schedule Planning**      **Estimated Days**  
**Estimated Leadtime<sup>1</sup>**      **3 Calendar Days**

<sup>1</sup>This Proposal provides for leadtimes. Unlike downtime, which is expressed in working days as discussed below, leadtime is an estimate expressed in calendar days to allow for planning and scheduling of the Aircraft service visit. Leadtimes commence upon Gulfstream's receipt of Customer's signed Proposal and material callout selections. Leadtimes may be addressed by other relevant contingencies set out in this Proposal. It is important to note that if an Aircraft is inducted prior to the running of the estimated leadtime, then a corresponding increase in downtime may occur.

**Note:** This proposal contains items that are managed programs. Please contact your Regional Sales Manager for leadtime. Typical leadtimes for this item/workscope are xx calendar days.

**Estimated Downtime<sup>2</sup>      12 - 15 Working Days**

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

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

## PART IV. Executive Summary and Proposal Acceptance (Continued)

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### Input Facility

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

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

### Quote Validity

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

### Pricing Notes

This proposal supersedes Proposal ID# 7050092 R00 dated 21 September 2018.

**PART IV. Executive Summary and Proposal Acceptance (Continued)**

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

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

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

**WENTWORTH AERO, LLC**  
 ("Customer")

**GULFSTREAM AEROSPACE CORPORATION**  
 ("Gulfstream")

By: \_\_\_\_\_

By: 

Name: David Thompson

Name: Patrick Saxon

Title: Authorized Agent

Title: Regional Sales Manager, Product Support Sales

Date: Sept 26, 2018

Date: 27 September 2018

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

## ATTACHMENT A

### WORK AUTHORIZATION AGREEMENT TERMS AND CONDITIONS

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

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

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

**4. PAYMENT TERMS.** For customers with available credit, and except as set forth below, payment terms are net 30 days from date of invoice. Unless otherwise agreed in writing, for Work estimated to exceed One Hundred Thousand Dollars (\$100,000.00) but less than Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 50% of the estimated amount prior to commencement of Work on the Aircraft, and final payment of the remaining 50% 30 days from the date of final invoice. For Work estimated to exceed Three Million Dollars (\$3,000,000), Customer agrees to make progress payments on the following schedule: 30% of the estimated amount prior to commencement of Work on the Aircraft, 30% at the midpoint of the Work as reasonably established by Gulfstream, 30% 30 days prior to the date of projected delivery as reasonably established by Gulfstream. Additional deposits may be required for long-lead or special purchased parts, which are not refundable, should the visit be cancelled or work scope changed to eliminate those items. Additional deposits may also be requested if there is a significant amount of growth in the scope of the Work, including significant material costs. If any portion of an invoice is disputed, then Customer shall nevertheless pay all undisputed amounts per this schedule. In any and all cases, Gulfstream shall not be required to release Customer's Aircraft to depart if Customer's total outstanding balance owed to the Gulfstream Parties exceeds the lesser of One Hundred Fifty Thousand (\$150,000.00) or Customer's available credit limit. All sums past due bear interest at the lesser of 1.5% per month, or the maximum rate allowable by law, plus reimbursement for attorney fees and other costs of collection. For customers without available credit, including those without open credit terms (cash in advance, cash on delivery, etc.), as additional items are added to the Work, additional progress payments may be required to continue Work on the Aircraft and all remaining outstanding balances must be paid prior to Aircraft departure.

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

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

## **6. WARRANTY.**

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

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

### **6.3 ADDITIONAL REMEDY FOR COLLATERAL AIRCRAFT DAMAGE.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Customer Acknowledgement:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT C**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEGE, LLC AND DOMINUS HOLDING LTD.**

**Termination Notice**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

Pursuant to provisions of Section 3(f) of the Aircraft Purchase Agreement dated September \_\_\_\_, 2018 (the "Agreement") by and between JEGE, LLC, a U.S. Virgin Islands limited liability company ("Seller"), and DOMINUS HOLDING LTD., a Bermuda limited liability company ("Purchaser"), Purchaser hereby confirms that Purchaser has completed its Pre-Purchase Inspection of the Aircraft (as defined in the Agreement) in accordance with the provisions of the Agreement on the date written below, and Purchaser has Rejected the Aircraft, and this shall constitute Purchaser's Termination Notice (as defined in the Agreement).

Dated:

DOMINUS HOLDING LTD.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT D**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEJE, LLC AND DOMINUS HOLDING LTD.**

**Warranty Bill of Sale**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)

## WARRANTY BILL OF SALE

Pursuant to that certain Aircraft Purchase Agreement, dated September \_\_\_\_, 2018 (the "Agreement"), by and between JEGE, LLC, U.S. Virgin Islands limited liability company ("Seller"), and DOMINUS AVIATION LTD., a Bermuda Limited Liability Company ("Purchaser"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and being the owner of the full legal and beneficial title in and to that certain used 1988 Gulfstream G-IV aircraft, bearing manufacturer's serial number 1085, and currently registered with the United States Federal Aviation Agency as N120JE, together with said aircraft's two Rolls Royce Tay 611-8 engines bearing Serial Nos. 16291 and 16292, and with all avionics, equipment systems, furnishings and accessories installed on, contained in or attached to said aircraft and engines, and also including all airframe, engine and accessory logbooks, flight and operation manuals, maintenance and overhaul records, and all other records and paperwork relating to the above-described aircraft and engines in Seller's possession (collectively, the "Aircraft"),

Seller does hereby grant, bargain, sell, convey, transfer and deliver unto Purchaser, all of Seller's right, title and interest in and to the Aircraft.

Seller hereby warrants to Purchaser, its successors and assigns, that Seller is the lawful full legal, record and beneficial owner of 100% of the Aircraft and that there is hereby conveyed to Purchaser good and marketable title to the Aircraft, free and clear of any and all leases, liens, claims, encumbrances and rights of third parties whatsoever, and Seller will warrant and defend such title forever, at the sole expense of Seller, against all claims and demands whatsoever.

EXCEPT FOR THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING PARAGRAPH (THE "EXPRESS WARRANTIES"), THE AIRCRAFT AND EACH PART THEREOF IS BEING SOLD TO PURCHASER HEREUNDER AND IN ITS "AS IS, WHERE IS" CONDITION AND "WITH ALL FAULTS" EFFECTIVE AT THE CLOSING. EXCEPT FOR THE EXPRESS WARRANTIES, NEITHER SELLER NOR ITS AGENTS, REPRESENTATIVES OR EMPLOYEES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE WHATSOEVER TO PURCHASER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER OF REPRESENTATIONS AND WARRANTIES, THERE IS (I) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AS TO THE AIRWORTHINESS OR PHYSICAL CONDITION OF THE AIRCRAFT, (II) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE AIRCRAFT, (III) NO IMPLIED WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND (IV) NO WARRANTY BY SELLER, ITS AGENTS, REPRESENTATIVES OR EMPLOYEES AGAINST PATENT INFRINGEMENT OR THE LIKE.

IN WITNESS WHEREOF, Seller has caused this Warranty Bill of Sale to be executed by its duly authorized officer, this \_\_\_\_ day of \_\_\_\_\_, 2018.

JEGE, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT E**

**TO**

**AIRCRAFT PURCHASE AGREEMENT**

**BY AND BETWEEN JEJE, LLC AND DOMINUS AVIATION LTD.**

**Delivery Receipt**

**1988 Gulfstream G-IV**

**Manufacturer's Serial No. 1085**

**U.S. Registration No. N120JE**

(See Attached)



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2018 by \_\_\_\_\_, as the \_\_\_\_\_ of Dominus Aviation Ltd. a \_\_\_\_\_, on behalf of said \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

EXHIBIT F

Aircraft Specifications

1988 GULFSTREAM IV  
SERIAL NUMBER 1085

Times as of 13 September, accurate to within 50 hours

**FRESH 72 MONTH INSPECTION GULFSTREAM WESTFEILD – JULY 2018 TWO  
FRESH ENGINE MIDLIFE INSPECTIONS – September 2018**

**AIRFRAME** 9,800 HRS / 4,450 LANDINGS

**ENGINES** *ROLLS---ROYCE TAY 611---8 –  
ON ROLLS---ROYCE CORPORATE CARE PROGRAM*  
9,710 HRS / 4402 CYCLES

**APU** *HONEYWELL GTCP36---150 (UPGRADED 2013) – ON MSP PROGRAM*  
7491 HOURS / TBA\_\_ CYCLES

**KEY FEATURES**

FORWARD CREW LAVATORY  
GOGO WiFi TALK & TEXT  
UPGRADED 150 APU  
COLLINS DIGITAL RADIO STACK  
XM SATELLITE WEATHER  
NEW PAINT AND INTERIOR 2015  
HONEYWELL AFIS  
ADS-B OUT

ENGINE AND APU PROGRAMS  
BOSE HOME THEATRE  
TRIPLE FMS (V5.2 SOFTWARE)  
COLLINS DU---885 *PLANEDECK* AVIONICS  
KOLLSMAN GAVIS –INFRARED VISION YSTEM  
JEPPVIEW ELECTRONIC NAVIGATION CHARTS  
IRIDIUM SATPHONE  
TCAS 7.1

**INTERIOR** NEW IN 2015. 13 PASSENGER CONFIGURATION WITH CREAM LEATHER,  
MEDIUM WOOD VENEERS AND  
NAVY BLUE CARPET.

ENTRANCE AREA FORWARD CREW LAVATORY

FORWARD CABIN TRADITIONAL CLUB FOUR SEATING

MID CABIN FOUR PLACE CONFERENCE SEATING OPPOSITE A CREDENZA

AFT CABIN FOUR PLACE BIRTHABLE DIVAN OPPOSITE TWO CLUB SEATS  
(REMOVABLE) (THE TWO CLUB SEATS ARE CURRENTLY FEMOVED

AFT GALLEY AND LAVATORY

ELECTRIC WINDOW SHADES W/ MASTER VIP CONTROL  
IRIDIUM SATPHONE  
DUAL BOSE HOME THEATRE SYSTEM WITH TWO SUBWOOFERS  
AIRSHOW 400  
GOGO WiFi TALK & TEXT

**EXTERIOR** NEW IN 2015. OVERALL BLACK EXTERIOR