

GENERAL TERMS AGREEMENT

GTA # 2013 - 0004

Between

Air One Maintenance & Engineering

14800 NW 42 Avenue
Miami, Florida 33054

&

JEGE, INC.

3800 Southern Blvd.
West Palm Beach, Fl 33406

INTRODUCTION

This General Terms Agreement ("GTA") is dated as of November 16, 2012 (the "Effective Date") and is between Air One Maintenance & Engineering LLC., hereinafter referred to as "AOM" and Jege, Inc. hereinafter referred to as "Customer".

Whereas AOM is a Federal Aviation Administration approved Repair Station (Certificate # **3AOR518B**) which maintains and operates certain facilities at Opa-Locka Executive Airport, Miami, Florida for the maintenance, modification, inspection, and repair of aircraft, aircraft components and parts; and,

Whereas Customer wishes to enter into an agreement with AOM for the maintenance of certain aircraft, which, together with the engines, components, historical records, parts and equipment installed or not installed thereon, including any replacements or substitutions of parts and components, are singularly and collectively referred to herein as the "Aircraft"; and,

Whereas AOM is willing to perform such maintenance for Customer pursuant to the terms hereof and any applicable Workslope Agreement(s);

Now, therefore, in exchange of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

1.0 SCOPE

The terms of this GTA shall apply to any and all services rendered by AOM to Customer or Customer's Aircraft. AOM shall perform all maintenance or provide any other services pursuant to a written Workslope Agreement which shall specify the service and/or maintenance to be performed and the cost and payment terms thereof. The parties may enter into additional Workslope Agreements from time to time as mutually agreed for work on one or more Aircraft.

2.0 DEFINITIONS

The following definitions will apply to this GTA:

2.1 The term "Aircraft" shall mean Customer's aircraft, as identified by registration number and serial number in the appropriate Workscope Authorization and delivered by Customer to AOM for the performance of Services.

2.2 The term "Expendables" shall mean items such as nuts, bolts, washers, screws, cotter pins, safety wire used and consumed during the course of a Service with a cost of less than \$5.00 per item.

2.3 The term "Engine" shall mean the basic Engine as described in the latest manufacturer's Overhaul Manual pertinent thereto.

2.4 The term "Engine Accessories" shall mean all those Components, fixtures, and equipment which are included with the basic Engine in the latest Engine manufacturer's parts catalog pertinent thereto. This specifically excludes those accessories which are listed as Q.E.C. Accessories and Components.

2.5 The term "Maintenance Manual" shall mean any Maintenance Manual provided by Customer to AOM which is acceptable to Customer, AOM and the FAA or appropriate Civil Aviation Authority.

2.6 The term "Customer Furnished Material" shall mean all Components, parts and materials provided by Customer for incorporation into its Aircraft, Engine, Q.E.C. Accessories, or Components.

2.7 The term "Q.E.C. Accessories and Components" shall mean those Accessories and Components required for the basic Quick Engine Change in the Engine manufacturer's parts catalogue.

2.8 The term "Repair" shall mean to perform such work Services as are required and authorized to an Aircraft, Engine, Q.E.C. Accessory or Component by a Workscope Agreement to return the item to Serviceable condition.

2.9 The term "Repairable" indicates a statement of condition of a part that is capable of being made Serviceable by subjecting it to certain processes and procedures as indicated in the appropriate Manufacturer's Overhaul and Structural Repair Manuals concerning same.

2.10 The term "Services" shall mean those work services requested by Customer, which AOM agrees to perform, as detailed in the Workscope Agreement approved in writing by Customer and accepted in writing by AOM.

2.11 The term "Service Center" shall mean AOM's FAA approved Certified Repair Station number 3AOR518B located at Opa-Locka Airport, Miami, Florida, including work performed by AOM for the Customer at a location other than the AOM normal operations base.

2.12 The term "Serviceable" indicates a statement of condition of a part, either Overhauled, Repaired or Inspected in accordance with the manufacturer's specifications, tested to specific standards, which can be used for the same purpose as an original part. A Serviceable part may, however, have a time limited life which can affect its utilization.

3.0 TERM AND TERMINATION

3.1 This GTA shall have a term beginning on the Effective Date and shall continue for five (5) years.

3.2 The obligations of the parties under Section 9 (Warranty), Section 10 (Liability and Indemnification), and Section 11 (Insurance) shall survive expiration of this GTA.

4.0 DELIVERY & REDELIVERY OF AIRCRAFT

4.1 Delivery. Customer, at its own expense, shall deliver the Aircraft to AOM at the Service Center for Service. The parties shall endorse a "Delivery Receipt" substantially similar to Exhibit A hereto. The flight crew or Service Center Representative is authorized to sign the Delivery Receipt. In the event the Aircraft is delivered to AOM prior to the execution of a Workscope Agreement, and no such Workscope Agreement is executed between the parties within 5 days of delivery, then AOM shall be entitled to a parking fee equal to 1.25 times the current (as of the date of invoicing by AOM) published parking rates of the Miami-Dade Aviation Department.

4.2 Redelivery. AOM shall complete the Service and, upon payment to AOM of any outstanding charges, redeliver the Aircraft to Customer at AOM's Service Center for inspection or test flights in accordance with predetermined Workscope Agreement or as otherwise agreed by Customer and AOM. If Customer fails to pay outstanding any outstanding charges or accept redelivery of the Aircraft within five (5) days after AOM has advised Customer in writing that the Aircraft is available for redelivery, AOM shall be entitled to a parking fee of \$350.00 per day or equal to 1.25 times the current (as of the date of invoicing by AOM) published parking rates of the Miami-Dade Aviation Department, whichever is greater, retroactive to the date on which AOM advised the Aircraft was available for redelivery. In addition to the above, AOM shall be entitled to move the Aircraft off AOM's leasehold and the Customer shall be responsible for all expenses incurred in relocating the Aircraft, parking charges set forth above, and any other expenses relating to the Aircraft. AOM's liability for loss or damage to the Aircraft, whether under a tort, contract, bailment, or other basis, and AOM's duty to provide security or to otherwise provide for the safe keeping of the Aircraft shall cease five days after AOM has advised Customer that the Aircraft is available for redelivery. AOM shall have no duty to maintain the Aircraft, its systems or components after it has advised the Aircraft is available for redelivery unless Customer and AOM agree otherwise in writing and Customer pays AOM for such services within 5 days of Customer being invoiced for same.

5.0 SERVICE PROVISIONS

5.1 AOM shall perform the Service on the Aircraft at the Service Center as set forth in the applicable Workscope Authorization. AOM shall provide the tools, equipment, facilities, and labor normally required to accomplish the service. Customer will be responsible to supply any special tooling not normally required during routine Heavy Maintenance. Customer shall procure all parts, materials, and supplies as may be required, except Bench Stock which is to be provided by AOM and billed to the Customer unless previously arranged otherwise. AOM reserves the right to subcontract any portion of work services it deems necessary and desirable to qualified maintenance providers.

5.2 If AOM's personnel or parts are required to be transported to any location other than the Service Center for the purpose of effecting repairs of or accomplishing Service on the Aircraft or Engine, all expenses incurred including any related transportation costs shall be for the account of Customer.

5.3 Should Customer request additional Services not identified in the respective Workscope Authorization, Customer shall provide AOM with a supplemental Workscope Authorization identifying the additional Services to be performed, which shall be subject to written approval by AOM.

5.4 In the event Customer terminates the work or services being performed under any Workscope Agreement for any reason, any or all unfinished work, as Customer may have requested or requests in its notice of intent to terminate, shall be completed by AOM as quickly as possible; provided, however, Customer shall deposit sufficient sums to pay estimated costs and charges for this work. Otherwise all work will terminate. Termination of a Workscope shall not relieve Customer of its duty to pay AOM for all parts, materials, and services acquired or provided to Customer prior to the termination of the Workscope Agreement. Notwithstanding anything to the contrary, if AOM performs services outside the Workscope Agreement based upon Customer's oral approval of such work, Customer agrees that it is bound to pay for such work regardless of whether it was approved in writing.

5.5 Any Customer Furnished Material in AOM's possession shall be redelivered to Customer at the Service Center on the date of completion of work performed, together with any parts or material removed from the Aircraft, with a tag as to their condition. Any materials left unclaimed for more than 30 days will become the property of AOM and disposed.

6.0 OWNER/OPERATOR FURNISHED DATA

6.1 Prior to delivery of the Aircraft to AOM, Customer shall provide to AOM one set of technical data in paper, and when possible, digital format, containing information on the Aircraft, its engines and components on which the work is to be performed as well as all additional documentation necessary to perform the services requested in the applicable Workscope Agreement. Such data shall include all current and applicable: Maintenance Manuals; IPC; SRM; Flight Manual; Wiring Diagrams; and Trouble-shooting Manuals, including all supplements thereto, at the time of aircraft delivery to AOM. If applicable,

Customer must supply a revised controlled copy of its G.M.M, training and authorization for RII and Airworthiness releases for an adequate number of AOM personnel to complete the Authorized Workscope in the described period of time. All supplied data shall be returned to Customer within 10 days after redelivery of the Aircraft to Customer.

6.2 Customer agrees to deliver a complete work package for use during the Service covering all agreed items to AOM by no later than seven (7) days prior to commencement of the Service.

7.0 SERVICE CENTER REPRESENTATIVE/ CUSTOMER

7.1 Customer will appoint a Service Center Representative(s), who will be required to maintain liaison with AOM at all times during which Service is being performed on the Aircraft and to act on behalf of Customer in the manner contemplated by this GTA. Customer shall present AOM with a written name-list of such designated Service Center Representatives, and AOM shall accept instructions only from those Service Center Representatives so listed. The Service Center Representatives shall be required on behalf of Customer, to (i) request and approve, in writing, all additional work or approve non-routine work in writing, (ii) approve, in writing, the man-hours estimated for correction of all non-routine items; (iii) promptly after receipt of substantiation for the work accomplished approve or negotiate a settlement of man-hours actually expended for completed non-routine items for which no man-hour estimate was previously given, (iv) the Customer representative is required to approve applicable items within 48 hours. If the Customer representative fails to approve items because of absence or neglect the items will be considered approved and the Customer will be responsible for full payment; (v) approve within twenty-four (24) hours of such request the supply by AOM of any parts, materials or supplies, or if such request is not approved, arrange for the prompt delivery to AOM of all parts which Customer elects to supply.

7.2 AOM shall provide the Service Center Representative(s) with workspace (office) while the Aircraft is at the Service Center. AOM shall also provide the Service Center Representative with a telephone for local calls and internet connection for the representative's computer, if any.

8.0 CHARGES AND TERMS OF PAYMENT

8.1 Payments due under this GTA shall be in accordance with the terms set forth in each Workscope Authorization.

8.2 All payments shall be made without right of set-off or deduction, in U.S. funds immediately available for use by AOM.

Customer shall provide written notice to AOM of any dispute to any charge or invoice from AOM. Such notice shall set forth the invoice number, disputed amount, and the basis for Customer's the disputing the amount. Customer shall pay the balance of all undisputed charges in any invoice.

8.3 AOM shall maintain records relating to labor and material applicable to the Services performed for Customer under this GTA or any Workslope Agreement. Such records shall be maintained (which shall contain information it normally provides to its other customers, consistent with its standard practices and FAA requirements for FAR Part 121 Operators) and shall be made available and copies provided to Customer during regularly scheduled working hours at AOM's premises for inspection by Customer's duly authorized personnel. AOM shall furnish such other current information with respect thereto on a daily basis as Customer may reasonably require. Customer may participate in collection and verification of hours worked on the Aircraft. All work cards and other records shall be retained by AOM for the period required by the FAA for Part 145 Repair Stations.

8.4 Customer acknowledges that AOM shall have lien on the Aircraft for any unpaid services or charges and agrees that the aircraft will not be released by AOM until AOM's outstanding charges are paid in full or, at AOM's option, a security agreement is executed by the parties and recorded against the Aircraft in the Aircraft's country of registration. AOM shall not be liable for any losses, penalties, damages, or other charges for any delay in redelivery of the Aircraft due to AOM's retention of possession of the Aircraft pending payment. In the event AOM releases the Aircraft prior to being paid in full, Customer agrees that AOM's release of the Aircraft shall not affect AOM's right to enforce its lien against the Aircraft.

8.5 AOM shall not suffer or permit any lien or encumbrance to be created or exist against the Aircraft by reason of the Services performed hereunder, other than AOM's mechanic's lien, if any, and AOM agrees to immediately release the Aircraft to Customer upon completion of the Services and payment of all charges in accordance with this GTA.

8.6 AOM shall have the right to suspend its work on the Aircraft if Customer fails to timely make any payment required by this GTA, fails to timely authorize additional work as may be necessary to complete the purpose of this GTA, or if Customer fails to timely provide parts or materials required by this GTA. Any provision contained herein notwithstanding, AOM shall not be liable for any delay in returning the Aircraft to service resulting from the suspension of AOM's work as a result of this paragraph. If Customer fails to correct the cause of AOM's suspension of work within 5 days of receipt of AOM's written notice suspension of work, AOM shall be entitled to a parking fee of \$350.00 per day or 1.25 times the current rate published the Miami-Dade County Aviation Department, whichever is greater, retroactive to the date of the notice of suspending work. In addition to the above, AOM shall be entitled to move the Aircraft off AOM's work area and the Customer shall be responsible for all expenses in relocating the Aircraft, parking charges set forth above, and any other expenses relating to the Aircraft.

8.7 Time is of the essence with regard to Customer's payments to AOM. All charges for work, parts, or materials shall be paid within 30 days of the invoice date and shall accrue pre-judgment and post-judgment interest at the rate of 18% per annum until paid.

8.8 AOM will provide Customer with a detailed bill of any additional freight/shipping costs, exchange costs for overhaul (if applicable), long-distance phone and fax charges, and any other charges incurred after the Aircraft is delivered.

9.0 WARRANTY

9.1 AOM warrants to Customer that Aircraft serviced by AOM and AOM's subcontractors shall be free from material defects in workmanship and shall be completed in accordance with the standards and specifications set forth in this GTA and the applicable Workscope Agreement for a period of twelve (12) calendar months or 1,000 flight hours from the date of redelivery, whichever comes first, and will repair at AOM's facility any such defect.

9.2 In the event of a suspected failure, Customer must notify AOM within ten (10) days of the discovery of the suspected failure and return the Aircraft to AOM's facility for inspection at Customer's expense, within thirty (30) days of the notification. Upon return and after inspection and review, AOM and Customer will then determine whether the failure falls within the terms of this warranty. AOM shall have the option of repairing, reworking or crediting Customer on a pro-rata basis; if it is determined a warranty claim exists. After repair or rework the airframe will be returned to Customer at AOM's facility in Miami, Florida. It shall be the Customer's responsibility to remove and pay for transportation from AOM's facility. The warranty set out above notwithstanding, AOM shall have no duty to repair any Aircraft if:

1. The Aircraft has not been properly maintained;
2. The Aircraft has been subjected to misuse, neglect, accident, or repair or alteration by others;
3. Proper records have not been kept and returned with the Aircraft; or,
4. Customer has failed to timely pay AOM for the Services provided under this GTA and applicable Workscope.

9.3 AOM's total liability in connection with services to the Aircraft is expressly limited to its workmanship. In no event will AOM be responsible for any special or consequential damages. The warranties set forth herein are in lieu of all other warranties expressed or implied.

9.4 IT IS EXPRESSLY AGREED THAT THERE ARE NO WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF AIRWORTHINESS, MERCHANTABILITY, OR FITNESS FOR INTENDED USE, FOR WORK DONE OR MATERIALS FURNISHED HEREUNDER EXCEPT THOSE WARRANTIES SET OUT OR REFERENCED ABOVE AND IN NO EVENT SHALL AOM BE RESPONSIBLE FOR ANY INCIDENTAL, RESULTANT, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND. THE WARRANTIES SET OUT OR REFERENCED ABOVE MAY NOT BE ALTERED OR AMENDED WITHOUT THE EXPRESS WRITTEN APPROVAL OF AN AUTHORIZED OFFICER OF AOM. CUSTOMER ACKNOWLEDGES THAT THIS DISCLAIMER AND LIMITATION OF WARRANTIES CONSTITUTES PART OF THE CONSIDERATION GIVEN TO AOM AND REFLECTS A LOWER CONTRACT PRICE.

10.0 LIABILITY & INDEMNITY

10.1 AOM's and Customer's liability in connection with the Services provided pursuant to this GTA and any applicable Workscope shall be limited in accordance with Section 9 and Section 10 of this GTA. Except as provided in Section 9 or Section 10, neither AOM nor Customer shall be liable to each other for any incidental, special, consequential or punitive damages under any circumstances whatsoever.

10.2 Customer agrees to indemnify, defend and hold harmless AOM, its directors, officers, employees, agents and representatives from and against all losses, damages, or expenses of every character, including legal fees and court costs, arising out of or caused by Customer's negligence, gross negligence, or willful misconduct of Customer, its officers, agents, and employees or Customer's breach of this GTA or any applicable Workscope Agreement. Such loss, damage or expense shall include but not be limited to, claims arising out of injury, death or property damage, directly, resultant, and/or consequently, to any person or entity including Customer, the employees of Customer and the employees of AOM (whether full time or independent contractors).

10.3 AOM agrees to indemnify, defend and hold harmless Customer, its directors, officers, employees, agents and representatives from and against all losses, damages, or expenses of every character, including legal fees and court costs, arising out of or caused by its negligence, gross negligence, or willful misconduct except in the case of negligence, gross negligence, or willful misconduct of Customer. Such loss, damage or expense shall include but not be limited to, claims arising out of injury, death or property damage, direct, resultant, and/or consequential, to any person or entity including AOM, the employees of AOM and the employees of Customer (whether full time or independent contractors).

10.4 In the event any of Customer's employees, agents, representatives, officers, directors, contractors or subcontractors are on AOM's premises, then Customer agrees to indemnify, defend and hold harmless AOM, its directors, officers, employees, agents and representatives from and against all losses, damages, or expenses of every character, including but not limited to claims arising out of injury, death or property damage to any person or entity, whether direct, resultant, and/or consequential, and including legal fees and court costs, excluding those caused by the willful misconduct of AOM., arising from or as a result of Customer's employees, agents, representatives, officers, or directors presence on AOM's premises.

10.5 All customs duties, taxes and brokerage fees or charges related to Customer Furnished Material delivered to AOM or redelivered to AOM shall be borne by Customer. Similarly, all other taxes, duties, fees or charges, which may be imposed upon AOM resulting from the performance by AOM or AOM's subcontractors of any Services or other additional work pursuant to this GTA or applicable Workscope Agreement, including, without limitation, any taxes, duties, fees or charges resulting from the purchase, sale, use, delivery, work performed, storage or transfer of any property furnished or procured hereunder, shall be borne by Customer and Customer agrees to defend, indemnify and hold AOM harmless from any and all claims for payment of any such taxes, fees, or charges. It is understood and agreed that the term

"Taxes" shall not be deemed to include United States or State income taxes payable by AOM either arising out of, related to, or resulting from the performance of this GTA or applicable Workslope Agreement. If Customer is claiming exempt status from the Florida State Sales Tax, Customer shall, prior to the effective date of this GTA, provide AOM with a copy of its Florida Sales Tax exemption certificate of affidavit in the form required by the Florida Department of Revenue.

11.0 INSURANCE

The following insurance shall be provided:

11.1 Worker's Compensation. Each part shall maintain at its own expense Worker's Compensation or similar insurance as required by applicable law and Employers Liability or similar insurance with companies of recognized reputation and responsibility, covering injuries to each party's respective employees. Such insurance shall contain a waiver of subrogation against the other party and shall contain a requirement for 30 days advance written notice to the other party of any material change in terms or coverage prior to such material change becoming effective against the other party.

11.2 AOM's Insurance. AOM agrees to maintain Aviation Operations General Liability Insurance, within limits of at least US\$ 5,000,000.00 – Hangar's Keepers Insurance at \$ 25,000,000.00 and Products Liability at \$ 10,000,000.00. All such policies shall be maintained with financially sound insurers of internationally recognized standing. Such policies shall contain provisions (i) providing that Customer's insurance shall be primary insurance, (ii) waiving any recourse against Customer for payment of premiums or other payments due the insurers, and (iii) requiring AOM's insurers to provide the Customer with 30 days advance written notice of any cancellation or adverse material change to such policy and providing that such change shall not be effective as to the benefit and/or interest of the Customer for thirty (30) days after written notice of such cancellation or adverse material change is received by Customer.

11.3 Customer's Insurance. Customer agrees to maintain or cause to be maintained Hull All-Risks, Ground and Flight Hull War and Allied Perils Insurance and Aircraft Liability Insurance with limits of liability reasonably covering Customer's ownership, maintenance, use and/or operation of the Aircraft and the maintenance and use of the Aircraft by a third party operator and otherwise consistent with limits maintained by similarly situated owners and operators of similar aircraft. All such policies shall be maintained with financially sound insurers of internationally recognized standing. Such policies shall contain provisions (i) including AOM and its officers, directors, agents, and employees as additional named insureds, (ii) waiving any such insurers' rights of subrogation, (iii) providing that Customer's insurance shall be primary insurance, (iv) waiving any recourse against AOM for payment of premiums or other payments due the insurers, and (v) requiring Customer's insurers to provide the AOM with 30 days advance written notice of any cancellation or adverse material change to such policy and providing that such change shall not be effective as to the benefit and/or interest of the AOM for thirty (30) days after written notice of such cancellation or adverse material change is received by AOM.

11.4 Certificates of Insurance. Each party agrees to furnish the other with Certificates of Insurance evidencing its maintenance of the above insurance at the commencement of this GTA and thereafter at each renewal of the above insurance until two (2) years after the expiration of this GTA.

12.0 INABILITY TO PERFORM: DELAYS

12.1 Neither party shall be liable for any failure to perform or any delays in performance hereunder due to Acts of God or the public enemy, war or warlike operations, inability to secure parts or materials (provided such inability stems from scarcity or difficulty in obtaining such parts or materials and not from delays by AOM or Customer in placing orders for securing such parts or materials), explosions or fires (unless caused by the negligence of said party), insurrection or riots, floods, earthquakes, any governmental act, failure of transportation, strikes or other labor disputes, or any other cause beyond its control. The parties agree to promptly notify each other in the event that the work Services are delayed for any of the aforementioned reasons.

13.0 NOTICES

13.1 All notices required or permitted under this GTA shall be in writing and may be either personally delivered, telexed, facsimile, sent by courier service (with receipt therefore acknowledged in either case) or sent by certified mail, postage paid, addressed as follows:

If to: AOM
14800 NW 42nd Avenue
Hangar 49 Suite 110
Miami FL 33054

If to: Jege, Inc.
3800 Southern Blvd.
West Palm Beach, Florida 33406

Attention: Vincent R. Quinn

Attention: Mr. Larry Morrison

Email: [REDACTED]
Phone: [REDACTED]

Email: [REDACTED]
Phone: [REDACTED]

or at such other address as either party gives to the other party from time to time through proper notice. Any such notice shall be effective and shall be deemed to have been given when received at, or after refusal to receive at the addresses set forth above or at such other substituted addresses provided in accordance with this Article.

14.0 JURISDICTION AND SEVERABILITY

14.1 This GTA shall be deemed to have been made in Miami-Dade County, Florida, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be

interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Florida. As part of the consideration for each party executing this GTA, each party hereby agrees that all actions and proceedings arising directly or indirectly from this GTA shall be litigated only in courts having status within Miami-Dade County, State of Florida; each party hereby waives its right to trial by jury; each party hereby consents to the jurisdiction of any local, State or Federal Court located within Miami-Dade County, State of Florida; waives the personal service of any and all process herein; consents that all such service of process may be made by certified or registered mail, return receipt requested, directed to the respective party at the address stated above, and service so made shall be considered complete upon receipt.

14.2 If any portion of this GTA shall be determined to be in violation of or contrary to any law, rule, or regulation by a court of competent jurisdiction, then that portion shall be unenforceable. However, the balance of this GTA shall remain in full force and effect notwithstanding the unenforceability of said portion.

14.3 In the event either of the parties hereto retains counsel or commences a legal proceeding to enforce any of the provisions of this GTA, the prevailing party in such legal proceeding shall be entitled to recover all of its reasonable costs, expenses and attorney's fees at all trial and all appellate levels to be taxed as costs and to be paid by the unsuccessful party, in an amount to be properly determined by the court.

14.4 This GTA shall be construed, interpreted, and enforced by the laws of the State of Florida and of the United States, excluding choice of law provisions.

15.0 MISCELLANEOUS PROVISIONS

15.1 Assignments. This GTA shall not be assigned by either party without the prior written consent of the other party.

15.2 No Third Party Beneficiaries. It is specifically **not** the intent of AOM or Customer to establish a third party beneficiary status to any entity, firm, person, or corporation. Nothing in this GTA shall be construed to inure to the benefit of any third party or parties including but not limited to lessees, successors in interest, assignees, and purchasers of the subject Aircraft upon which work was performed by AOM.

15.3 Entire Agreement. This GTA contains the entire agreement between the parties and supersedes all prior understandings, representations, warranties, and agreements concerning the same or similar subject matter. This GTA may not be modified except upon the written agreement of the parties.

15.4 No Waiver. Any failure or delay in the exercise of any rights or remedies hereunder on the part of AOM or Customer that are not specifically waived due to the passage of time, shall not operate to waive or impair such rights or remedies, or affect AOM or Customer's rights to assert or enforce them in the future.

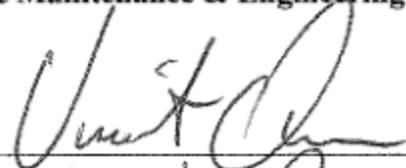
15.5 Additional Documentation. The parties agree to cooperate with each other and execute such additional documentation as may reasonably be required to carry out and give effect to this GTA.

15.6 Headings and References. The headings in this GTA are for convenience only and shall not effect its interpretation. Any reference in this GTA to another section or exhibit, unless such reference clearly refers to another document, means the specified section or exhibit of this GTA.

15.7 Counterparts & Facsimile Execution. This GTA or any applicable Workscope Agreement may be executed in one or more counterparts, each of which shall be deemed as an original, but together shall form one and the same agreement. Delivery of executed copies of this GTA or applicable Workscope, or counterparts thereof, via facsimile shall be fully binding, legal and enforceable as if it such facsimile copies were original signatures and shall be admissible any proceeding to enforce the terms of this GTA or applicable Workscope.

IN WITNESS WHEREOF, the parties have caused this GTA to be duly executed as of the day and year first above written.

Air One Maintenance & Engineering

By 
Name Vincent Quind
Title: President
Date: 1-16-2013

Jege, Inc.

By _____
Name: _____
Title: _____
Date: _____